NOTICE.—*The first Numbers of the new Volumes, 10 and 14, of the "Solicitors' Journal" and "Weekly Reporter" will be published on November 4th.*

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The Solicitors' Journal.

LONDON, SEPTEMBER 23, 1865.

WHATEVER MAY BE the relative advantages or disadvantages of the French and English systems of criminal procedure, there is no doubt that the latter is open to one great risk of abuse. Prosecutions instead of being instituted and carried out by a public functionary, are, in the majority of cases, left entirely in the hands of private individuals. Except in cases of murder, or other felonies attended with violence, where the public safety requires the interference of the authorities, the private prosecutor is in fact, though not in name, the moving agent throughout. The system is on the whole a popular one, but it has the disadvantage that criminal proceedings are frequently instituted for the purpose of advancing or prejudicing litigation pending elsewhere. An illustration of this danger is, unless we are mistaken, given by the case of Madame Valentin, who was tried on Thursday at the Central Criminal Court for perjury. The public are now familiar with the main incidents of this woman's story, with the last days of the old Bordeaux merchant, with his death before the sanction of marriage could be given to the tie which for thirty years had bound his companion to him, with his alleged gift to her of the sealed packet of shares and coupons, with her trial and conviction in Paris for stealing the coupons, with her journey to England, her arrest, the sham writs and finally the protracted trial of *Bouillon* v. *Valentin*, in the Court of Exchequer.

The case has disclosed a depth of intrigue, an amount of cross-swearing, which might well puzzle the English juries who have had to feel their way through it. In the action of trover for the shares Madame Valentin obtained a verdict, but the learned Baron, before whom it was tried, seemed to disapprove of the result, and a rule *nisi* for a new trial was granted, which will come on for argument in Michalmas Term. The long vacation was, however, too precious to be wasted. The dispute in the Court of Exchequer will be as to which story the jury ought to have believed—the plaintiff's or the defendant's. It is of vital importance for each side to discredit the witnesses of the other, and the Criminal Court is made the medium for effecting this. Lafourcade, the principal witness against Madame Valentin, was indicted for perjury. He had sworn the affidavit on which an order was made by Mr. Baron Martin, for the arrest of Madame Valentin, as being on the point of starting for America. Madame Valentin told her tale. He was convicted and sentenced to eighteen months imprisonment. But the plaintiffs in the action were not slow in following the example set them. Madame Valentin herself is charged with perjury, committed at Lafourcade's trial, and she is sent to trial by the police magistrate. There were three assignments of perjury, the first respecting an alleged journey of hers to London in September last, for the purpose of disposing of the shares; the second respecting an alleged conversation with Lafourcade in the prison; the third respecting her alleged intention to go to America. Her evidence respecting these matters had been the same in the Exchequer and the Central Criminal Court; and it may be said generally that the first of the three was of vital importance to the Nisi Prius case, but perfectly immaterial to Lafourcade's trial; the other two were material to the latter. The civil proceedings being steadily kept in view it was determined to add to the indictment a count for the same three assignments of perjury alleging them to have been committed in the Exchequer. But here a difficulty arose from Lord Campbell's Vexatious Indictments Act (22 & 23 Vict. c. 17), which enacts that no indictment for certain specified misdemeanours shall be preferred, unless in effect the prisoner has been committed for trial on the charge, or the leave of a judge, or the Attorney-General, has been obtained. Leave was obtained from Mr. Justice Montague Smith; the count was added, and the case came on for trial. The difficulties were, however, not yet over, for Madame Valentin's counsel took the objection that the action in the Exchequer was still pending, the rule for a new trial remaining undisposed of, and, therefore, that the indictment for perjury, committed at the trial at Nisi Prius ought not to be tried. The good sense of the objection was manifest. The question to be decided by the judges of the Exchequer, was whether, upon the evidence as it stood at the trial at Nisi Prius, the jury were warranted in coming to the conclusion to which they did come. The plaintiffs were seeking indirectly to adduce fresh evidence to support their own case and damage that of the defendant. The Recorder decided that he would not try the second count. The counsel for the prosecution feeling that the loss of the second count involved the loss of the first assignment of perjury, strove hard to induce him to try the two counts, and reserve the point for the Court of Crown Cases Reserved. The object of this clearly was to get before the jury evidence not receivable under the first count, but even if acceded to, the course would not have profited the prosecution much, for in the recent case of the *Queen* v. *Fuidge*, 12 W. R. 351, where a second count for a misdemeanour had been added without the leave of a judge, and the prisoner was convicted on both counts, the Court held that the second count ought to have been quashed, and that, as evidence under it had been admitted which was not admissible under the first count, the conviction on that count could not stand either, so that the prisoner escaped altogether. However, Madame Valentin's prosecutors, being unwilling to let the trial stand over till the rule in the Exchequer should be disposed of, were in this dilemma with respect to their second count, that Madame Valentin's counsel claimed an acquittal on that count if the Recorder refused to allow evidence to be given in support of it. Ultimately, however, as Mr. Justice Montague Smith happened to be sitting in the adjoining court, the Recorder consulted him, and stated on his return that that learned judge was quite unaware, when he gave leave to add the second count, that the rule was still pending, or he would not have made the order. The Recorder therefore decided to treat this count as if it had been added without the judge's leave, and quashed it. The trial proceeded on the first count, the first assignment of perjury being dismissed as immaterial. Lafourcade came from his cell to give his account of the matter; he was corroborated by his daughters; no witnesses were called for the defence, and the jury found Madame Valentin guilty, recommending her, however, to mercy on the ground of the sufferings which she had undergone. The verdict is said by some of the daily papers to have taken all present by surprise, and certainly the Recorder reserved his sentence.

What the effect of this will be on Lafourcade's conviction, it is difficult to say. Theoretically, if he was convicted on testimony a portion of which was untrue, he is entitled to a pardon. Practical people, however, will be disposed to place as much or as little reliance on the one conviction as on the other. When Madame Valentin gave her evidence, and Lafourcade's mouth was closed, the latter was convicted; and when the two parties changed places, and Lafourcade was heard in the box, and Madame Valentin was con-

demned to silence in the dock, the prosecution was again successful. In France this could not have happened. On the merits of the case it is impossible for us to give an opinion. The Court of Exchequer, if they pay any attention to these criminal proceedings, will probably set off one conviction against the other. The prize for which the rival parties are contending is probably fast melting away in the expenses of the contest, and when it is all gone, the litigation will come to a natural end. Lafourcade was stated by one of the witnesses to have boasted that he had deceived the judge, and that English justice was a "comedy." We hope that this particular comedy is nearly played out. We have had enough of it.

IT IS NOT ONLY THE DUTY but the interest of every one to aid in the detection and capture of felons, and the statute law sets out distinctly that duty, and makes all persons having information of the commission of a felony constables, who are bound to aid in the capture of the offenders. Mr. Knox, the police magistrate appears to have treated rather lightly a complaint made before him last week by Mr. William Brutton, a solicitor, against Mr. Boodle, the secretary of the London Provident Institution, St. Martin's-place, Charing-cross. Several visitors at the Grand Hotel, Brighton, were robbed, and one of the stolen notes was traced to the institution of which Mr. Boodle is secretary. On application being made to Mr. Boodle, he appears to have given all the information in his power, including the fact that the man depositing the note had given notice of withdrawal of his deposit, which withdrawal would take place on a certain day named. On the appointed day a detective, instructed by Mr. Brutton, appeared at the bank at the hour of opening, and requested permission to remain in the bank until the depositor appeared, but was not allowed to do so, and was told by the secretary to leave the place. The result has been that the offender, if such he were, got clear off with his booty. There is now very little probability that he will be captured, and Mr. Boodle has constructively aided his escape. Mr. Brutton applied to Mr. Knox for a summons against the secretary, and to this application the magistrate is reported to have replied "you may take your summons if you choose, but it will be a perfect farce; and if you do take it, and the case is against you, I will give everything in the shape of costs I can to the other side."

If this is the way in which a magistrate helps the capture and bringing to justice of persons charged with offences, and practically denies relief against those who have neglected a plain duty, it is the first time such a view of a magistrate's duty has been upheld, and we can scarcely believe the public will adopt it. Mr. Boodle's duty was obviously to have assisted the ends of justice by every means in his power, and Mr. Knox was bound to require a more reasonable explanation than was given of the failure.

THE TRIAL OF JOHN CURRIE for the murder of Major De Vere has ended in the conviction of the criminal. There was, indeed, no defence whatever which could be raised on the facts of the case, and Mr. Sleigh actually was driven to fall back on the well-worn plea of insanity But although of late years juries have perhaps been rather too prone to listen to that defence, and it has therefore been set up in many cases where it was inapplicable, we believe that Currie's case is the first in which the "intelligent twelve" have been invited to believe that a criminal is insane, simply because his counsel says so. No witnesses were called to prove that either he any of his relations had ever been afflicted by any mental delusion, and no questions tending to that conclusion were asked in cross-examination. Of course the summing-up of the learned judge (Mr. Justice Shee) prevented this defence from any chance of success. Juries may occasionally be mystified by forensic ingenuity, but they seldom, when sitting on the Crown side at any rate, pronounce a thoroughly perverse verdict.

The Solicitor-General, however, seems to have been apprehensive that an acquittal might have rewarded Mr. Sleigh's exertions, and, accordingly, although no witnesses were called for the prisoner, exercised his right of reply. It was objected that he was precluded from doing so by the New Evidence Act, 28 & 29 Vict. c. 18, s. 2, which has conferred the right of summing-up on a prosecuting counsel, *before* the prisoner's counsel addresses the jury. But the judge held that nothing in the new Act affected the old right of the Crown, to say the last word to the jury, and as there is no express mention of the Crown in section 2, there is no doubt that the decision was a correct one. In Bacon's Abridgment, tit. Prerog ative, E. 5 (c), we read as follows:—"Where a statute is general, and thereby any prerogative right, title, or interest is divested or taken from the King, in such case the King shall not be bound, unless the statute is made in express words to extend to him;" and again in Comyn's Digest, tit. Parliament, it is said, "Generally, the King shall not be restrained of a liberty or right which he had before by the general words of an Act of Parliament, if the King be not named in the Act." The privilege of reply, although no witnesses are called for the defendant, is confined, strictly speaking, to the Attorney-General, but it is extended to the Solicitor-General, and to the official prosecutors in mint or post-office cases on the various circuits, on the ground that they are his representatives (*Reg* v. *Gardiner*, 1 C. & K. 628). It is difficult to see any reason for conferring on a law officer of the Crown a right not shared by his professional brethren. In every criminal case the Crown is nominally, and, indeed, actually, as Conservator of order, a party, and if a reply be allowed in any, why, it may be asked, should it not be allowed in all cases? But the rule really rests on no principle, and, as Horne Tooke once observed, the Attorney-General would be greviously embarrassed to produce a single argument in support of it. It probably arose in those "good old times" when it was thought expedient to reduce the prisoner's chances of escape to a minimum, when he was denied counsel altogether, and when his witnesses were not permitted to give their evidence under the sanction of an oath.

We regret that Mr. Denman's Act did not abolish this exclusive and unnecessary privilege. Uniformity of procedure is always desirable, and the Attorney-General might well be content with that power of summing-up his evidence at the close of his own case, which is now given to every prosecuting counsel. We trust that the subject will soon be brought under the notice of the Legislature.

THE PAPER READ by Professor Rogers at the recent meeting of the British Association, is likely to give rise to a renewal of the frequently repeated discussions on the policy of the patent laws. They have already been fully considered by the parliamentary commission which has just made its report, but it is impossible that the subject can rest in its present unsatisfactory position. Lord Stanley, a statesman whose reputation for sagacity carries great weight, has pronounced his opinion, that before any amendment in the existing patent laws can be submitted to Parliament, the preliminary question as to the soundness of the policy of granting patents at all, must be first decided. In this bold avowal of sentiment he has been taken very severely to task by Mr. R. Marsden Latham, in the last number of the *Scientific Review*. It is alleged by that writer, in an ably written paper, to be high treason on Lord Stanley's part to have presided over a commission restricted "upon his advice" to the *working* of the patent laws, and then to express an *ex parte* opinion upon the main question of the policy of their existence. We cannot see that he has committed any very grievous fault. It may be—but this is a possibility overlooked

by Mr. Latham—that the inquiry in which he has been engaged has convinced him that patents cannot be worked without vast expense and considerable injustice, and that, therefore, they had better be done away with altogether. It is as absurd to suppose that Lord Stanley was in any way bound to uphold inventor's so-called rights, by accepting a seat on the Patent Law Commission, as to suppose that every member of the Capital Punishment Commission was bound, in honour, to uphold the penalty of death. Perhaps, by this time, Lord Stanley has regretted that any advice of his should have, in any way, restricted the area of inquiry pursued by the Commission. Be that as it may, he has a clear right to take the benefit of the results of even a limited investigation.

While, however, we think Mr. Latham's main charge is groundless, he makes some other complaints which deserve to be sifted. He declares that the Commission heard the truth perhaps, but not the whole truth. Although the great majority of inventors belong to the working classes, no representative of those classes was examined. Several gentlemen, too, of high scientific repute were, he tells us, refused as witnesses. If these allegations are founded on correct *data*—and their appearance in a high class journal, and their authentication by a respectable name, leave no doubt in the matter—we can only express our regret that the inquiry was not perfectly open. The patent laws must be modified, and, we venture to prophesy, must be ultimately abolished, but it is highly desirable that a fair field should be afforded to the inventors whom, it is suggested, the public desire to rob. But, at the same time, we are quite sure that Mr. Latham and his friends will never make a case by abusing the opposite side. Let them cease to revile Lord Stanley, and to sneer at his "blue-book information," and condescend to tell us how the existing patent laws are to be worked, without being, as at present they unquestionably are, a nuisance alike to the public and to inventors. If they can be rendered beneficial to both, wes hould be glad, but we fear the task would be beyond the industry even of a Tribonian. But if the choice between the interest of a solitary citizen, however praiseworthy, and the rest of his fellow creatures must be made, the result cannot be doubtful. The world will always outvote the individual.

Some few weeks ago the public were amused by an account which went the round of the daily press of a Quaker who, in accordance with the practice of his sect, retained his hat on his head in court, and while sitting on a jury, and of the way in which Mr. Baron Bramwell treated the occurrence. Last week, again, another reason for keeping on the hat in court was assigned by a soldier before one of the police-magistrates. Now it is a well-known fact that soldiers do not remove their caps in the presence of their superiors; in fact, that the hat is as much a part of the uniform as the boots or the coat, but, in the case in question, it must have been more the ignorance of the soldier than the desire to comply with any specific military order which induced him to resist the first order to remove his cap, for we have since found that an order from the Horse-Guards is now in force, and which was issued on the 6th of August, 1860. It is as follows:—"By the regulation of the service, a soldier is required to keep his cap on in the presence of a superior, but, as a contrary usage prevails in civil life, the general commanding-in-chief directs that, in a civil court, and before a magistrate, a soldier not under arms shall remove his cap."

Now, we are not about to quarrel with the wording of this order, although it must be confessed that the order itself is founded on a reason altogether foreign to the nature of the question involved, but on the general question of uncovering the head in a court of justice a few words may not be out of place.

There is one point of view from which Quakers do not appear to have studied the subject, and it would be interesting to have the reply of one of their body to a few questions. Do they intend any disrespect to any person? If not, why are they so anxious to show such a want of self-respect as is implied by keeping the head covered in a building where no such protection is required and in the presence of so many who adopt the "contrary usage?" It is not the person of the judge, nor the presence of any other person, which requires the respectful demeanour enforced in courts of justice, but it is the respect which should be paid to the dignity of the Queen, as the representative and administratrix of law and justice in the person of her judges and magistrates. A Quaker may reply that he intends no disrespect by what he does, and a soldier may with truth say that he retains his cap out of respect for his superiors, but no such plea can hold good where a man is one amongst perhaps several hundreds; as the mere act of making himself to differ from them argues a want of self-respect totally inconsistent with the professions of a Quaker, and as regards the soldier, it is unnecessary to say that in a court of justice he is as much a civilian as any of those by whom he is surrounded, and therefore ought to conform to the usages of civilians, whether they be contrary to or in accordance with his own. Armed soldiers on duty in a court of justice, were they allowed, would be amenable to military authority, but a soldier, being a witness or spectator, is quite without the intention of "the regulation of the service" mentioned in the order from the Horse-Guards, and must show respect in the same manner as others do.

The Act which regulates the sale of arsenic was passed for the prevention of mistakes which often used to occur from the fact of its being a colourless preparation, and liable to be used instead of articles having a similar appearance; and although the preamble of the Act (14 Vict. c. 13), recites that the unrestricted sale of arsenic facilitates the commission of crime, the Legislature does not appear to have understood that the same considerations apply to the sale of many other poisons now well known.

It is true enough that the crimes of murder or suicide by means of poison were not so common in 1851 as they have since become, but it cannot be denied that many deaths occurred through the administration of poisons other than arsenic by mistake or misadventure. There are many preparations containing a large proportion of poison sold in the ordinary course of the retail traffic of the shops, but as far as we know no Act exists which prevents their unrestricted sale, unless the poison happens to be arsenic. A very few years ago Mrs. Vyse poisoned her children by means of a vermin powder, and last week we read of a case of suicide by means of "Battle's Vermin Killing Powder." Now we have it on good authority that a threepenny packet of this powder contains a grain and a-half of strychnine, and is sold by chemists to all who inquire for it, while anyone desirous of purchasing strychnine alone, would probably experience some little difficulty.

It is quite possible that some difficulty might be found in legislating on the subject of the sale of poisons, because so many articles in daily use are poisonous, but probably chemists might find some term or description whereby to designate a class of poisonous articles, the unrestricted sale of which ought to be prohibited.

For instance soap is a highly poisonous substance, but its flavour is so nauseous that poisoning by it never takes place, except perhaps when children swallow a piece through ignorance of its nature. Now we would not advocate any restriction on the sale of such a thing as soap, but when a grain and a-half of strychnine can be procured for three pence without exciting the suspicion of the vendor, it is obviously for the interest of the public that some slight prohibition should be put upon its sale. We only mention Battle's Vermin Killing Powder as an instance, and because it has been used in two fatal instances; but there are many other

mixtures, perhaps, equally noxious to which the foregoing remarks, in a measure, apply.

The unrestricted sale of poisons is an evil of such a magnitude as to call for the serious consideration of Parliament, and we cannot believe that in proper hands any difficulty would be found in framing an Act to meet the urgent necessities of the case.

IN CONSEQUENCE of the difficulty experienced by the Liverpool Town Council in procuring efficient men for the police force, they have decided on carrying out an alteration by means of classifying their constables, and making the wages higher and progressive, which will entail an additional expenditure of £3,679 per annum. It is obvious that when all the efficient men leave the force "to better themselves" that a more valuable inducement must be held out in order to retain them, and without doubt much of the ignorance and occasional brutality shown by police constables in London is due to the numerous changes whereby the old and experienced hands are lost, and young and inexperienced men are draughted in and set to guard the public peace with very little probationary teaching. This is a subject well worthy the consideration of the Commissioners of Police, and the example of the Liverpool Town Council is one they will do well to follow.

THE FIFTEENTH GENERAL MEETING of the Solicitor's Benevolent Association will be held in the library of St. George's Hall, Liverpool, on Wednesday, the 18th instant. As the annual meeting of the Metropolitan and Provincial Law Association will take place in St. George's Hall at the same period, there will be two inducements to members of the profession to visit Liverpool in the course of next month.

COUNTY COURT EQUITABLE JURISDICTION.

It is only in these latter days that men have arrived at the conclusion that delicacy in adjusting the scales of law may be too dearly paid at the cost of delay, and that logical exactness and strict accuracy in the meting out of justice are luxuries to be reserved for great interests rather than for difficult legal problems. Small debts have already for some time past been banished to county courts, and now another statute, which really ranks among sumptuary measures, viz., the Act of last session for conferring on those tribunals a limited equitable jurisdiction, proposes to relieve the High Court of Chancery from the discredit of dealing with small trusts and other puny nurslings of equity. But unless a good deal be done before the measure is actually launched, it is likely that it will be the judges of the High Court of Chancery itself (excepting the Master of the Rolls, who has unaccountably escaped) who would have the strongest claim to compensation, if that were awarded in proportion to the increase of labour brought about by the new law, unless indeed it should prove a dead letter. But it must not be expected that it will prove a dead letter. It is not a novelty of the nature of equitable pleas, and the like exotic importations, which were merely new instruments for producing known results. In this case the subject-matter is new, but the instruments for dealing with it are courts well known to, and old favourites with, a large class in the community, which is as liable as any to experience difficulties with which only equity can cope, but which seldom ventures within the (to them very awful and costly) precincts of the Courts sitting at Lincoln's-inn. There is no fear, therefore, but that now, when a postern gate has been opened from the Court of Chancery, admission will be sought for an abundance of petty trusts and specific performance cases, and accounts as entangled, however infinitesimal the items, as those of any insolvent joint-stock bank. A county court with a demand for equitable litigation will quickly find a supply.

That this should be so, that this measure should indeed tend to promote the brisk circulation of law, is no argument against its utility; for it cannot be thought that litigiousness can be starved out by denying it a clear space to fight in. The real weakness of the enactment is, that it may fail after all to make equitable litigation cheap and easy, not that it may be too successful in that object. Each tiny cause, for all that the Act says to the contrary, will be entitled to all the paraphernalia of a suit at Lincoln's-inn, to its bill, its interrogatories, and its answer, nay, to its volume of affidavits, and, in unnatural conjunction with the extremely unsophisticated oral examination, which is of the essence of the present courts, the very sophisticated written examination of witnesses out of court; in all these mazes of technicality and form a county court equity cause would seem likely to be at every step at the mercy of either party who might feel inclined to postpone a decision; and if it did succeed in living through to a judgment, it might be merely to find the perils of a lee shore exchanged for a long voyage over the boundless ocean of a regular chancery suit.

On the assumption that it was proper to withdraw small debts from the cognizance of superior courts of common law because of their smallness, it may be equally right to remove equitable interests insignificant in pecuniary value from the domain of the superior courts of Chancery. But the recent Act does not in fact effect this. The Act of 1846 conferred jurisdiction on the county courts over debts of a certain amount, and, with certain qualifications, took away all jurisdiction, whether original or appellate, over the same from the courts at Westminster. The later Act, on the contrary, gives in every case the right of appeal, and in so doing will doubtless not rarely have the result of procuring for the intricacies of a petty tradesman's ill-kept books the glory of a hearing in four courts instead of the three to which equity grudingly confines partnership accounts that may approach a million.

Despatch is of the very essence of county court jurisdiction. Those courts were established because it was felt that justice, rough-hewn, and often after the rule of thumb, but speedy and straightforward, may be preferable to the finest balancing of opposing rights. If such courts do not transact their work quickly, and therefore cheaply, they are a mistake; and they have prospered only because they have fulfilled these conditions. But then they have been allowed to carry out their own principles in their own way, and practically have been free from control. They will enjoy no such irresponsibility in their new jurisdiction. Merely formal and technical obstacles to despatch may, it is true, be eluded by the good sense of the county court judges selected to frame the new rules under the supervision of the Lord Chancellor.* But difficulties inherent in a subject-matter made up of those ever-changing interests and creatures of circumstances, which are the subject-matter of equity, would in any case have been great; and when the Court has hovering over it the shadow (a moral terror merely, but not therefore the less likely to influence the character of its working) of an appeal to a tribunal which looks far more to the protection of the suitor's abstract right than of the material subject of it, such difficulties may grow to be irremediable, and even to communicate to the common law side of the courts something of the necessary tardiness and prolixity of their equitable jurisdiction.

The perplexities incident to the proper development of this novel jurisdiction will appear yet more formidable when it is considered that henceforward the task is imposed on each judge of administering two dissimilar branches of law, and according to distinct procedures. The measure is not, at least *apparently*, a step towards the consolidation of law and equity. The individuality of each is to be religiously preserved; and the two are to flow through every county court like oil and water—ever in contact, but never intermingling. To administer

* The new rules have just been published, and we shall hope on a future occasion fully to consider their effect.—ED. *S. J.*

satisfactorily two different systems of law, and in accordance with two different sets of rules and forms of practice, will demand exceptional coolness, determination, and discrimination. To have judicial faculties sufficiently at command to obey on the instant a call off from the semi-ethical controversy how many shillings can be fairly retrenched from a weekly income of, it may be, eighteen for the liquidation of a debt of £5, to the most subtle question of undue influence or claims for specific performance; to be, in short, at once a kind of official arbitrator and a pro-vice-chancellor, is not given to every man. We hope it may be given to the administrators (especially the earlier ones) of this statute; but we should have felt easier on the subject had its introducers embodied in the measure some practical suggestions as to the best mode of discovering the versatile geniuses required. Whether the common law bar or, as seems not unlikely, the equity bar, may furnish for some time to come the larger number of judges to exercise, Janus-like, these double functions, the danger will be about equal of inattention to one or other of the two phases of principle and practice, as modelled respectively by the chiefs of the superior courts at common law, and under the auspices of the Lord Chancellor. If the result show that the same minds can exercise impartially, and without confusion, both common law and equitable jurisdiction, it will go further than any experiment hitherto to prove (and this was perhaps the *latent* design of those who framed the bill) that the consolidation of the principles themselves of the two branches of the law is not utterly impracticable.

AMERICAN COURTS OF JUSTICE.

There is, after all, something in the boast this country makes respecting its liberty and its laws, and the justice with which they are carried out. When we speak of the impartiality of our judges and of the absence of corruption in the administration of justice, it is something more than a figure of speech, it is a well-established fact, and one which it would be profitable for other countries to take pattern by. The pictures which we occasionally have sent us from the other side of the Atlantic, exhibiting the mode in which criminal justice is administered, especially since the cessation of the civil war, show a state of demoralization and lawlessness in the minds of all classes of the community of which modern times have hitherto given few examples. Although the state of war has now ceased, martial law prevails to a great extent, and prisoners accused of civil offences are tried by a court-martial or by a circuit court indiscriminately. We need not recapitulate the recent case in which several prisoners accused of treason were tried and condemned by a court-martial, one of them being a woman. It might be unjust to assert the innocence of Mrs. Surratt of the charge brought against her, and on which she was eventually condemned, and executed, but it is certain that no such evidence as was produced against her could have been received in this country. The principal witness against her, who was permitted, with the knowledge of the War Department, to remain in her house and watch the gradual unfoldings of the plot he alleges was concocted there, has printed a statement for the purpose of exonerating himself, in which he says he had no positive knowledge of Mrs. Surratt's guilt, that he judged only by circumstances, and that he thinks what he heard in the house will at least bear him out in proving Mrs. Surratt's connection with the plot to abduct the President, if she had nothing to do with the murder. When it is understood that this wretched witness was a paid agent of the War Department, and that his subsequent printed statement shows him to be a perjured villain, it is tolerably apparent that a court-martial in the United States is not exactly an impartial tribunal. The ordinary criminal courts of the country do not bear even so close an inspection, if we may judge by the reports lately received in this country. There are two sides to every question, but the following account, sent direct from New York, is as yet uncontradicted.

A certain Mr. Burroughs, residing in Chicago, became acquainted there with a woman named Harris, whom he led to believe he intended to make his wife. His letters were full of protestations of love, and marriage was frequently mentioned. While, however, this was going on, he was paying his addresses to another, whom he subsequently married. After two years, Harris, who had confined her show of disappointment to reproaches conveyed by letter, purchased a pistol at Chicago, and made a journey to Washington. Burroughs, who had been for some time employed in the Treasury department, received a visit from Harris in the official building, where, in the presence of numerous witnesses, she shot him through the heart. Making no attempt to escape, she was at once arrested, and committed for trial for murder. The case came on before Judge Wylie, in the circuit court of the district of Colombia. The prosecution proved the murder clearly and satisfactorily. The defence submitted the plea of insanity as a bar to conviction. We are informed that the most shameful sympathy for the prisoner was displayed by the judge, while he sustained frivolous objections urged by the counsel for the defence, and refused to admit evidence as to the past character of Harris, and of the women with whom she associated. The testimony of physicians was produced to prove the plea of insanity, to the effect that certain maladies peculiar to women might cause insanity, and that the prisoner was subject to one of these physical derangements. The brother of the murdered man being called as a witness by the prosecution, both he and the district attorney were openly insulted by the judge and opposing counsel amid the jeers and laughter of the spectators. Personal wrangles between counsel were of hourly occurrence during the trial, the judge making no attempt to keep order in the court, saving only as he interfered in these disputes to cast insult upon the Government's attorney. The case was given to the jury, Judge Wylie remarking, "Gentlemen, I suppose you have made up your minds, and I will wait here for your verdict." After an absence from the court of eight minutes, the jury returned and announced their verdict as *not guilty*. A tremendous roar of applause went up in the crowded chamber, judge, jury, defending counsel, and eye-witnesses uniting in a common shout. Harris fainted in the arms of one of her counsel, who kissed her enthusiastically, and, after restoring her to consciousness, led her from the court. Bouquets were showered upon her as she passed along; men and women rushed forward to grasp her hand or implant kisses upon her face.

Far different was the case of Mrs. Surratt. Unfortunately for this lady, who is described as being of a most unobtrusive disposition, given to good deeds and hospitality, beyond the reach of want, and the centre of a loving circle of friends, the conspirators who murdered the late President numbered her son among their gang, and she and her whole household were arrested and imprisoned. Her incarceration was accompanied by marked incidents of cruelty; she was hissed at and cursed in court during the course of her trial, and when sentence was given by the court-martial she was not informed of its nature until twenty-four hours before it was put into execution.

It is quite evident that in both these instances the decision was predetermined on, and that the trial was simply a mockery which took place more with a view to give an appearance of justice having been done than with the desire to arrive at a due estimate of the guilt or innocence of the accused. By more recent advices we hear that the new name given to a court-martial is "a sure death," and it is confidently asserted that Jefferson Davis, if tried by one, will surely be hanged.

The suppression of evidence, the manufacturing of evidence, the introduction of perjured witnesses, and the admission of what we call hearsay testimony, seem to be part of the institution of criminal trials in the United States; but more than that, we hear of one in-

stance in which a judge, finding a witness did not sufficiently authenticate a confession stated to have been made by a prisoner, said, "there was a mistake in summoning this witness, I supposed the confession was made to him. I will, however, read the confession to the Court and let it be placed on the record." He then read the paper, and it was taken as the confession of the accused, though, in fact, it was a forgery.

Many may be the faults and shortcomings of the Courts of this country, but the sense of justice in Englishmen is so strong that no Government in this country could take the course taken by the United States Government in the trial of the conspirators before referred to. Our judges, our counsel, our attorneys, aye, the very atmosphere of our courts is too pure to countenance such unjust proceedings. Yet we may discern in this the fruit of anarchy, slavery, and civil war, a consequence of the state of feeling produced by a condition of society in which the majority of the males are soldiers recently returned from a campaign, and in which every one suffers himself to be a partisan to the overthrow of all quiet dealing, and to the down-treading of the fallen.

In all countries this state of things will be looked upon with regret and sorrow; regret that a country which held its head so high should have fallen, even temporarily so low; sorrow for the people who are reduced to that condition which allows them to look calmly on while so great a scandal disgraces the administratoin of their laws.

LEGISLATION OF THE YEAR.

28 & 29 Victoriæ, 1865.

Cap. XXVII.—*An Act for awarding costs in certain cases of private bills.*

This Act is evidently framed upon the assumption that all private business transacted through the medium of the High Court of Parliament, is of the same nature as that which every subject has a right to by application to the courts of law and equity. Of the fallacy of that assumption we have, on a former occasion,* very fully treated, and we need only state in this place the ground of our opinion to be, that the applicant to Parliament petitions for a favour, whereas the applicant to a court of law or equity demands a right.

Whenever a person or set of persons apply to Parliament for a private bill, it is obviously because they cannot effect their object except by means of a special law made in their favour; that is to say, they desire to obtain some special privilege which the law, as it stands, prevents their exercising, by reason of the protection it affords to the private rights of every subject. If, therefore, these rights are to be over-ridden, those who are to be compelled to forfeit or forego them ought not to be put to expense in their protection, but should be reasonably guaranteed against loss. This the 1st section provides for by enacting that when the committee on a private bill decide that the preamble is not proved, or shall insert a clause for the protection of a petitioner against the bill, or strike out or alter for his protection any provision of the bill, and report that he has been unreasonably or vexatiously subjected to expense in defending his rights proposed to be interfered with by the bill, he shall be entitled to recover costs against the promoters.

Similarly, when the committee reports that the opposition is unfounded, the promoters of the bill shall be entitled to recover costs; but in this latter case the decision must be unanimous; and any landowner who, *bonâ fide* at his own sole risk and charge, opposes a bill which proposes to take any portion of his property, is exempted from liability to pay costs in respect of his opposition.

The mode in which the costs to be given under this Act may be recovered, is simplified by the fact that after demand from any one or more of the promoters (who are defined as "all persons whose names appear in the bill as promoting the same"), the plaintiff may declare that the defendant is indebted to him in the sum mentioned in the taxing-master's certificate, and upon filing his declaration and the certificate, together with an affidavit of the demand, may sign judgment as for want of a plea by *nil dicit* and take out execution.

In all cases in which money is deposited in the bank pursuant to "standing orders," the amount so deposited shall be a security for the costs to be awarded under this Act; and persons entitled to costs are to have a lien thereon from the time when the bill is first referred to a committee.

This Act, which is to extend to Ireland and Scotland, and is to come into operation on the 1st of November, 1865, will confer a great benefit on landowners who are now liable to be put to great expense in defending their rights, so much in fact that it was often easier, in the full knowledge of the inevitable result, to abstain from opposition in order to make better terms with a company.

Had Parliament gone a little further and protected those landowners, and especially owners of house property who are put to a great loss by reason of receiving notices year after year, that their property will be required for the purposes of a bill to be brought before the House, it would have been no more than the proper measure of justice due to this large class. Recently reference was made in the columns of this Journal to a case in which a lady had almost lost the whole of her income by reason of such notices. Her houses are in Boswell-court, and the notices given from time to time in connection with the contemplated Palace of Justice, have frightened away nearly all her tenants, and her houses are thus left unprofitable. At that time* a suggestion was made which would, if embodied into a law, have the effect of compensating landowners for such losses, but it is feared that the Act now under consideration will not afford the desired relief, as it could not be obtained under the plea that they had been "unreasonably or vexatiously subjected to expense in defending their rights."

Cap. XXXI.—*An Act to enable the Commissioners of Her Majesty's Works and Public Buildings, to acquire additional lands for improving the site of the new public offices in Downing-street, and the approaches thereto.*

Cap. XXXII.—*An Act to enable the Secretary of State in Council of India to acquire additional lands for improving the site of the India Office, and the approaches thereto.*

The grand scheme for rebuilding the public offices, and the improvment of the India Office is being forwarded in good earnest, and these two Acts, which are both modelled on the same plan, are, as their titles indicate, passed for the purpose of acquiring additional lands. The Board of Works is entrusted with the carrying out of the Public Offices Act, and the Secretary of State for India with that of the India Office Site and Approaches Act. Such provisions of the Lands Clauses Consolidation Act, 1845, as are applicable to the purposes of these Acts, are embodied in them, thereby materially shortening what must otherwise have been exceedingly lengthy. In both Acts the limit for the compulsory purchase of lands is fixed at five years, but a shorter time would surely have sufficed for the respective authorities to determine what lands they required. Held over their heads for so long a time these Acts will keep the landowners, possessing property within the range, in an unnecessary state of suspense until the five years have expired. Such a long limit is, without doubt, more allowable in such a scheme for public improvements as this, than it would be in an Act for legalising the acquisition of land for any private enterprise, but as the exact amount of land, and the specific houses required to be taken, are usually well known and decided upon beforehand, it is difficult to understand why some such a period as two years would not suffice for the exercise of compulsory purchase. Notwithstand-

* 8 Sol. Jour. 988.

* 9 Sol. Jour. 770.

ing that the Acts may be in every other respect worked out, within a shorter period, these clauses will hold good until the expiration of five years from the 2nd of June, 1865, the date of the passing of both Acts.

REAL PROPERTY LAW.

ESTATE TAIL *v.* ESTATE IN FEE—EXECUTORY DEVISE.

Taylor v. *Walker*, V. C. S., 13 W. R. 986.

"Devise of fee simple land to A., and, if he die without issue, remainder to B.; what estate does B. take?" This is a question which conspicuously figures in almost all the law examination papers which have at any time come under our notice, no matter whether they emanated from learned universities, technical readers of Inns of Court, or the more practical examiners of articled clerks. The answer to the *pons asinorum* is, that B.'s estate will depend upon the date of the will. If it was made prior to 1st January, 1838, A. will take an estate tail by implication, and B. a vested remainder in fee; but if the instrument was made since that date, A. will take only an estate for life, and B. will have an executory devise in fee. In the latter case B. will take a much more valuable interest than he would prior to the Wills Act; because A., the tenant in tail, could then bar B.'s remainder, while, in the present state of the law, A. can by no device prevent B. or his heir taking the fee in the event of A. dying without issue. It follows that an estate tail is sometimes a more advantageous interest than an estate in fee. For suppose the limitation was to A. and his heirs, and if A. die without issue remainder to B. in fee. Even in this case A., being a tenant in fee, could not execute a disentailing deed within the meaning of 3 & 4 Will. 4, c. 74, the Act for the abolition of fines and recoveries so as to bar B.'s remainder, although if the limitation were to A. and the heirs of his body, remainder to B. in fee, B.'s estate would be scarcely worth anything, while A.'s estate would be proportionately increased in value; for A. could at any time disentail the land and bar B.'s remainder: *Pells* v. *Brown*, Cro. Jac. 670; *Page* v. *Hayward*, 2 Salk. 570.

The change in the meaning of the phrase, "Dying without issue," effected by the Wills Act, may, therefore, produce as much inconvenience in one respect now, as it formerly did in another; nor are we sure that an indefinite failure of issue, giving, as it would, an implied estate tail to the first taker in case of a devise of freehold, and the whole interest if the subject of the disposition were a chattel, would not carry out the intention of the testator better, even though it neutralized the limitation to the remainderman, than the rule settled by section 29 of the Wills Act, which frequently reduces the quantity of interest intended by the testator for the primary object of his bounty, in order to validate a remainder to a party who was only second in the testator's thoughts. On the whole, conveyancers should remember that the Wills Acts has not, even in the least, simplified conveyancing in respect of the meaning of the word "issue," but requires their attention to be directed how to secure the interest of the particular tenant rather than as was the case before the Wills Act, that of the remainderman.

In the principal case a testator devised land to his two sons, A. and B., their heirs and assigns, as tenants in common, and he also devised another piece of land to B., and other lands to his daughter C., and in case A., B., or C., "should depart this life without leaving issue," that then the share of him or her so dying should go to and be equally divided amongst the survivors and their heirs, in equal shares, as tenants in common, and in case A., B., or C., should die, leaving lawful issue, "before any such (probably other) should die without lawful issue," then that such issue should take such share as he or they (*i. e.*, the parents) would have been entitled to if living, as tenants in common. B. died without issue, after executing a disentailing deed, and the contest in the principal case was between A. and B.'s devisees. Vice-Chancellor Stuart decided that B. took an estate tail, and consequently that his disentailing deed barred the remainder over to A. and C., which it could not have done if B. was tenant in fee, with an executory devise to A. and C.

In a deed, although the premises cannot be, strictly speaking, abridged by the *habendum*, yet they may be explained or qualified by the latter; so that, if an estate were limited in the premises of a deed to A. and his heirs, *habendum* to A. and the heirs of his body, A. would take only an estate tail, the word "heirs" in the premises being explained by the *habendum* to mean only heirs of the body. The analogy of deeds, therefore, would justify the Vice-Chancellor's ruling in the principal case, only that the 29th section of the Wills Act defines the meaning of the phrase, "Dying without issue." And "a contrary intention" in a will must override either the common law or statutory rule. Now we think that the phrase "Depart this life without issue," and the context of the will, ought to have led to a different conclusion in the mind of the Vice-Chancellor; for an estate tail was not implied even before the 1 Vict. c. 26, from words referring to issue at the death of the particular tenant: *Lethiemelier* v. *Tracy*, 3 Atk. 774. The principal case, however, is interesting mainly as pointing to a rock upon which, even at the present day, many testamentary dispositions have been wrecked, by reason of conveyancers granting an estate for life only to the first taker instead of an estate tail. This effect of the 29th section of the Wills Act usually so conflicts with the intention of testators, where the context is ambigious, that, as in the principal case, the Court often endeavours to spell out an estate tail, for which, indeed, the will in the present case scarcely afforded adequate ground.

REVIEWS.

Valuation of the Life Liabilities of the Royal Insurance Company, for the Quinquennial Period ending 31st December, 1864; also Results of an Investigation into the Mortality experienced between the years 1845 and 1864. By PERCY M. DOVE, F.S.S. London: Truscott, Son, & Simmons. 1865.

The study or science of statistics is daily increasing in favour with the public, and any department of knowledge that admits of inductive investigation suffers little neglect in this respect. The theory of probabilities combines the attractions of the speculative and practical, and, accordingly, draws to its study men of the most refined understanding, such as Quetelet and J. S. Mill. Our author is a member of the council, and fellow of the Actuaries' Institute, as also actuary of the Royal Insurance Company, and so possesses both the abstract and practical knowledge necessary for a perfect cultivation of statistics. Accordingly, his little *brochure* possesses elements of interest not only to actuaries, but to all who take an interest in averages and statistics generally.

This pamphlet contains returns of the mortality not only amongst lives assured in the Royal Assurance Company, but also of the mortality prevailing among declined lives. An inquiry of the latter sort could only be pursued with difficulty; yet, out of 2,381 lives rejected in the last twenty years, 1,914 have been distinctly traced. The tables containing this information show clearly enough the high and low water-marks of the troubled sea of life, by a strict attention to which only an insurance office can successfully carry on its transactions. The author was recently engaged on a life valuation for his office, but, instead of a dry report, he has produced a pamphlet of fifty pages in which the reader is informed how the profits of an insurance office on a large scale may be ascertained and best appropriated. He has given excellent diagrams, one of which (No. 3) shows the number out of which one has died at each age in the experience of the "Royal" up to the end of the year 1864, compared with the received standard of mortality, and also compared with the experience of the office up to 1859, and with the "combined experience of seventeen offices." It is a common complaint against practical statistical books, that they are as difficult

to wade through as if they expounded the differential calculus. The manual before us is free from every objection of this sort, and is as easy to be understood as it is comprehensive in its scope and minute in details. It is an important acquisition to the solicitor's library.

The Succession Duty Act, 1853, *with Decisions and Notes.* By ALFRED HANSON, of the Middle Temple, Barrister-at-Law. London: Stevens & Haynes. 1865.

Mr. Hanson is specially qualified for the task he has undertaken of annotating the Succession Duty Act. In most of the cases which have been heard in the Court of Exchequer, he has been junior counsel, and he is, therefore, thoroughly familiar with the subject he has selected for discussion. The various decisions on the Act, which has now been in operation for nearly twelve years, are collected under the sections to which they respectively refer. Nor has the author been content to give a mere dry catalogue of head-notes. Wherever it is necessary he has added comments and explanations which can hardly fail to be useful to his readers. His compact little work will, we have no doubt, be very acceptable to the profession.

COURTS.

COURT OF CHANCERY.

(Before WOOD, V.C., Vacation Judge.)

Sept. 15.—*The Aberaman Ironworks Company* v. *Henry Wickens and Others.*—A case of some interest to joint-stock companies, illustrating the manner in which some of these concerns are "floated," came, last week, before Vice-Chancellor Sir W. Page Wood, sitting as vacation judge, at Woodbridge, Suffolk.

Baily, Q.C., and *Roxburgh*, appeared for the plaintiffs, and *E. Karslake* for the defendants.

The essential facts may be stated as follows:—On the 23rd of June, 1864, the defendant, Mr. H. Wickens, entered into an agreement with Mr. Crawshay Bailey, M.P., for the purchase of the Aberaman estate, in the county of Glamorgan, for the sum of £250,000. The estate was described as of 1,530 acres in extent, and as containing a number of valuable mines. It was agreed that the sum of £150,000 should be paid in the following manner:—10,000 on the signing of the agreement, £115,000 three months after Mr. Bailey had made out and delivered to the purchaser an abstract of his title to the property, and the remaining £125,000 two years after the date of the agreement. This arrangement was afterwards modified to the extent that the sum of £115,000 should be paid to Mr. Bailey—£40,000 on the 18th day of October, 1864, and £75,000 on the 20th of January, 1865. The £10,000 paid, on the signing of the agreement, to Mr. Bailey, was advanced to Mr. H. Wickens by Mr. Josiah Wilkinson. Subsequently (on the 27th September, 1864), a company called the Aberaman Ironworks Company (Limited) was formed, under the auspices of the Financial Corporation, for the purchase of the estate, and they made an agreement with Mr. Wickens to buy it, with all the rights and interests which he had derived from Mr. Crawshay Bailey, for £350,000—£30,000 to be paid in cash within ten days after the date of the ageeement, £40,000 on the 15th day of October, £80,000 on the 15th day of January, £75,000 by bonds payable in three and five years, and £125,000 by a mortgage on the property. On the 27th of September a cheque was drawn in favour of Mr. Wickens by the directors of the company for £28,500, as the first payment on account of the purchase of the estate, £15,000 (making up the £30,000) being retained as a guarantee for expenses out of this sum. Mr. Wickens repaid to Mr. Wilkinson the £10,000 advanced to him to pay the deposit to Mr. Bailey, and also £5,000 advanced to pay deposit on shares applied for by directors, and for other purposes, and £13,450 was paid in to the defendant's account at the London and County Bank. The company also gave Mr. Wickens bonds for the sum of £75,000, and on the security of £40,000 of these bonds the London and County Bank agreed to advance to the company £25,000, £20,000 of which was handed to Mr. Crawshay Bailey as the first instalment of the £40,000 which was due to him by Mr. Wickens. The company subsequently drew another cheque for the other £20,000 which was due to Mr. Bailey. It is also to be noticed that Mr. Wickens made an agreement with the company to increase the share-list up to 8,000 shares, and that upon the shares taken by his friends or nominees, £10 per share should be paid when called for, to the extent of 4,000 shares. Matters were in this state when it was discovered that the acreage of the estate was some 500 less than the 1,530 acres which had been given. The secretary immediately communicated with Mr. Wickens, who could give no information further than that he had sold the estate to the company as Mr. Bailey had sold it to him, and on the plans supplied by Mr. Bailey's surveyor. Mr. Wickens proposed, in consequence of the deficient quantity of surface, to accept £50,000 less of purchase-money, but the directors of the company declined to accede to the proposal, and at once gave notice that they rescinded the contract for the purchase of the Aberaman estate. Mr. Wickens then raised an action against Mr. Crawshay Bailey for the repayment of the £50,000 paid to him, and £100,000 consequential damage, but the case was compromised by Mr. Bailey agreeing to pay to Mr. Wickens the £50,000 which he had received—£25,000 in cash and £25,000 in five promissory notes of £5,000 each. The company was then wound up under an order in chancery, and the official liquidator, Mr. William Quilter, investigated the affairs of the company, and from the books and papers of the company and other information, ascertained the facts before stated. He also instituted inquiries as to the manner in which the defendant, Henry Wickens, had dealt with the said £25,000 he received in cash from the said Crawshay Bailey, and discovered that £8,000, part thereof, was paid into the account of the said defendant at the Bank of England; £1,000, further part thereof, was paid into the account of the said defendant at the Agra and Masterman's Bank (Limited); £2,000, further part thereof, was paid to the account of the said defendant at the Bank of London; and £1,000 was paid to the defendant, William Sarl. Ten notes of £1,000 each, were changed at the Bank of England by the defendant, Henry Wickens (nine of which he had received from Mr. Crawshay Bailey), for notes of a similar amount, and the notes so received in exchange, with the exception of eighteen of £50 each, were paid by the defendant, Henry Wickens, into the Imperial Bank, to the credit of the Marseilles Extension Railway and Land Company (Limited) as payments upon certain applications for shares in the last-named company, subscribed for in the names of the following persons, nominees of the defendant, Henry Wickens, and as trustees for him. The remaining £4,000 he had not been able to trace. Mr. Quilter consulted his solicitors, Messrs. Maynard, Son, & Co., who wrote a letter to Mr. Wickens, dated 11th August, 1865, applying for the repayment to Mr. Quilter, on behalf of the company, of the amount deposited, viz., £75,000; and also requesting the defendant to hand over the debenture bonds for £75,000 deposited with him on the agreeement he had become unable to perform.

On the 16th August, 1865, the defendant, Henry Wickens, wrote and sent to the said Messrs. Maynard & Co. a reply, of which the following are the material parts:—

Your letter of the 11th was evidently written under an entire misapprehension of the facts. After the negotiations with Mr. Crawshay Bailey, and a valuation of the property by my surveyor, at above £300,000, I, under agreement of 23rd June, 1864, between Mr. Bailey and myself, agreed to purchase the Aberaman property for £250,000, and I paid Mr. Bailey the sum of £10,000 thereon, on condition that if the purchase were not completed by any default of mine, the £10,000 should be absolutely forfeited. I purchased the property with the intention of reselling it to one or more capitalists, or to a joint-stock company, and in August, 1864, the Aberaman Iron Works (Limited), was formed, and incorporated for the purpose, as stated in the memorandum of association, of purchasing of the vendee (myself), of Crawshay Bailey, Esq., the Aberaman property. The prospectus was advertised in August, and the City Article of the *Times* then stated the fact of the intended purchase by the company for £350,000, by the vendee, so that no shareholder can say that he was not aware of it. The company, however, very properly acting on the doctrine of *caveat emptor*, employed Samuel Blackwell, Esq., a most eminent surveyor and valuer of mineral property, to survey and value the property on their behalf, as proposed purchasers, and he, in company of three of the directors, visited the property, surveyed and valued it, and afterwards sent in his report to the company, stating that the property was well worth £350,000. I may mention that I had not previously known Mr. Blackwell, and never saw him until after his survey.

A copy of that report was sent to each of the shareholders in the company. On the faith of that survey and report the company, by agreement of 27th September, 1864, agreed to purchase the property of me for £350,000, to be paid as follows:—£30,000 at once, as the allotment had then been made; £40,000 in cash on 15th October, and £80,000 in cash on 15th January, 1865; £75,000 in bonds of the company at three and five years, bearing 6 per cent.; and the balance of £150,000, to remain on mortgage for two years. By the agreement the bonds were to express on the face of them that they were given in part payment of the purchase-money, and it was thereby also expressly agreed that if the purchase by the company was not completed within the specified period by any default of the company, the said sum of £30,000, and also the said sum of £40,000, should be absolutely forfeited to me, and that I should thereupon be at liberty to retain or resell the estate comprised in that agreement, and to apply and appropriate those sums absolutely to my own use. I was perfectly ready and willing to convey to the company the property I sold them on payment of purchase-money as agreed, but the company not only did not pay the whole of the money as agreed, but were pecuniarily unable to do so, and in consequence gave me a written notice that the company rescinded the contract of purchase. I could not see the necessity or advantage of such a notice, as the company had long previously made default in completing the purchase, and thereby forfeited their rights thereunder. I purchased of Mr. C. Bailey, as stated in my agreement with him, the Aberaman property "as now held by the said Crawshay Bailey." No acreage or quantities were specified, and I sold to the company, under my agreement of 27th September, 1864, the Aberaman property as held by Crawshay Bailey, and nothing more, and I was always ready and willing to complete that sale on payment of the agreed purchase-money. The company's solicitors, Messrs. Sole, Turners, & Hardwick, examined my agreement with Mr. Bailey, and had a copy thereof, before they approved the form of contract of purchase by the company. I delivered them, a few day after the contract, a full abstract of title; they thoroughly investigated it with the title deeds, and were advised by counsel that it was a good title according to their agreement of purchase. I concealed nothing from the company, nor did I misrepresent anything, and everything was done by the company with the most perfect knowledge on the part of the directors of all the facts. My agreement of sale to the company was a perfectly distinct transaction from my purchase of Mr. Bailey, and Mr. Bailey throughout absolutely ignored any reference to or privity with the company. The failure of the company to pay me the purchase-money as agreed, and the forfeiture of their agreement prevented me completing my contract with Mr. Bailey, but it in no way whatever follows that because I, after the company's forfeiture of their agreement and their notice that they treated the contract as rescinded, compromised any claims I personally had on Mr. Bailey, the company can have any claim on me. Such a suggestion cannot for a moment be entertained, and I deny that the company has any claim or demand whatever on me at law or in equity. I may here mention with reference to the sums paid to me by the company in part payment of the purchase-money—for I received none by way of deposit, as you suggest—that the whole of it was expended in relation to the company. £10,000 of the first £30,000 repaid me the sum I had paid Mr. Bailey on my agreement with him, and nearly the whole of the balance thereof was instantly repaid to the company on shares which the directors required me to guarantee, and which I did on condition that they duly paid the instalments of purchase-money as agreed, although my agreement with Mr. Bailey did not specify any quantity of land or minerals. I understood from Mr. Bailey that it contained about 1,530 acres, but that question was left to the directors and their surveyor to ascertain for themselves. On the day I ought to have paid Mr. C. Bailey the balance of £75,000 in cash in January last, and executed a mortgage to him for £125,000, provided the company's agreement had been in force, the company informed me that they had heard that the property only contained about 1,100 acres. I informed Mr. Bailey thereof, and he stated he still believed it contained about 1,500 acres. If there had been any error in measurement it had been carried through the whole of the title-deeds, and must have occurred in the measurement, or mode of measurement, of a mountain which the company could not reach by their workings for 300 or 400 years. Whether the land measured more or less, Mr. Bailey would not have accepted a shilling less for it, as he sold the property just as he held it, and just as it was surveyed and examined by the company before they purchased it. I thought it possible Mr. Bailey had deceived me, and I brought an action against him at my suit to recover back the £50,000 I paid him, and also for damages I sustained. The cause was entered for trial, and briefs nearly ready for delivery, and I then ascertained and satisfied myself that Mr. Bailey had committed no fraud on me, and that though there was a less quantity of land than he had supposed in English acres, there was the full quantity he had represented in Welsh acres, as shown in the original title-deeds. The result was, I withdrew in writing all imputation of fraud, and accepted back the £50,000. I had paid him without costs thus—£25,000 in money, and five acceptances at four months for £5,000 each. With reference to the bonds for £75,000, you do not seem to know that the company, having been unable to pay me the £40,000, I lent them the company's bonds to the value of £40,000, which I had secured in part payment of the purchase-money to deposit with the London and County Bank as a collateral security for £25,000 lent by the bank to the company. It must be remembered that by the company's default I lose considerably, I have, in reference to the company, paid large sums of money for preliminary and other expenses, and am now under heavy liabilities; but, looking at the whole affair in a candid and liberal spirit as regards the shareholders, I am, as I am sure the directors will certify I have ever been, willing to submit a proposition for the approval of the Court, to include all questions in dispute; and I have no doubt whatever the liquidator, the Court, and the shareholders will be fully satisfied with its terms; and you may feel perfectly assured that whatever sum I shall voluntarily and without prejudice consent to give up will be instantly forthcoming. Let it, however, be distinctly understood that if any proceedings are taken against me, I shall stand on my fullest legal rights. I told Mr. Quilter I could not consent to any settlement except of the whole, as questions of liability may arise on shares, &c."

The plaintiffs, under these circumstances, now claimed the bonds which Mr. Wickens had in his possession, and the money which had been repaid him by Mr. Crawshay Bailey, and asked that he should be restrained from dealing with the bonds or the promissory notes and the money lying at his bankers.

Baily, Q.C., addressed the Vice-Chancellor on behalf of the plaintiffs. After giving a narrative of the facts of the case, he stated that Mr. Wickens had filed an affidavit that the bonds would not be touched, and there was, therefore, now no question in regard to them. The contention of his clients was that in paying the £50,000 to Mr. Bailey was merely acting as the trustee of the company, and that they in fact furnished the money by which the payment was made. That was, of course, a question which would have afterwards to be decided by the Court, but the circumstances fully warranted them in seeking to restrain Mr. Wickens in the use of whatever portion of the money repaid him by Mr. Bailey still remained in his possession. Of the five promissory notes it was alleged that four had already been dealt with in some manner or other, but they believed them to be still under his control, and by his own admission one was still untouched. They thought Mr. Wickens should be restrained as to his use of these funds. The company had given Mr. Wickens the £50,000 to pay Mr. Bailey; that sum had been repaid to him, and Mr. Wickens had given them nothing. It was true that in his affidavit he stated that he had dealt with four out of the five promissory notes, but it was to be observed that he did not say he had indorsed them, or explain in what way he had dealt with them. Although Mr. Wickens stated that the balance at his banker's was now small—a few hundreds in the Bank of England, a few hundreds in Agra and Masterman's, and £200 in the London and County—that was no reason why he should not be restrained from dealing with these sums, but more especially with the promissory notes, and he hoped therefore that his Honour would grant the injunction now asked for.

Roxburgh followed on the same side.

E. Karslake appeared for Mr. Wickens and the other defendants. He said it was a very small matter about which they were now fighting. It was admitted that £75,000 worth of bonds were safe, and that the balances at Mr. Wicken's bankers were very small. To-day his

client had filed an affidavit declaring that he had dealt with four out of the five promissory notes, and, therefore, the only matter with which they had now to deal was the other promissory note for £5,000. There was no doubt thrown on the solvency or respectability of Mr. Wickens, and Mr. Reginald Reed, the chairman of the company, stated that throughout all these transactions Mr. Wickens had acted in the most candid manner. Through the negligence of Mr. Crawshay Bailey he had bought an estate larger than it really turned out to be—the description in the title deeds referring not to imperial but to Welsh acres. Nothing had been advanced which afforded any reasonable ground for granting an injunction. The company might have ground for an action against Mr. Wickens, and Mr. Wickens against Mr. Bailey; but because Mr. Bailey had paid a certain sum to Mr. Wickens there was no reason for giving them a restraint over that money. The very fact that Mr. Wickens had operated on four of the promissory notes and had left the fifth untouched was a proof of his *bonâ fides*. He had also become responsible to the company for no less than 8,000 shares, and that was a most important consideration in this case. He submitted that no ground had been advanced for granting the injunction. It was not of much importance as affecting the £5,000 promissory note, which Mr. Wickens still retained, but it was very material as governing the others with which he had already dealt in good faith and believing that he had a full right to do so. As there was not the slightest imputation that Mr. Wickens was not perfectly solvent he hoped the Vice-Chancellor would see it to be his duty to refuse the injunction.

Wood V.C., said the matter appeared to him to be very simple. It was merely a question whether the money should be kept *in medio* until it was decided to whom it properly belonged, and he did not see that there was any question of character involved. There was certainly sufficient to show that there was a doubt whether this money belonged to Mr. Wickens or the company. He did not see that the guarantee of shares given by Mr. Wickens had anything to do with it. It might certainly be a question whether the company could maintain that their contract with Mr. Wickens was broken, and that this guarantee was good; but that was no reason why he should not grant the injunction.

The injunction was therefore granted.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Sept. 18.—*In re Richard William Webb.*—This was an application for release from custody by the bankrupt, Mr. R. W. Webb, a solicitor, having offices in Savage-gardens, Tower-hill, and formerly at 18, Jewry-street, Minories.

Mr. *Denney* appeared in support of the application, and Mr. *Grout* opposed it for the detaining creditor, Mr. Frederick Spenceley.

From the statements made to the Court it seemed that Mr. Spenceley had been a clerk in the employment of the Breton Trading Company. As security for the proper performances of his duties he deposited with the company a sum of £50 as security, but, after a short period of service, he was compelled to bring an action against the company for arrears of salary, and for the return of the amount of the deposit. In this action Mr. Webb, the bankrupt, was employed as attorney. The cause having proceeded some little way a compromise was effected between Mr. Webb and the company, by payment to Mr. Webb of a sum of £50 and £5 17s. 2d. for costs. The plaintiff, Mr. Spenceley, made repeated application to Mr. Webb for payment of the amount received; but several excuses were made, and eventually Mr. Spenceley was compelled to bring an action against Webb for the recovery of the money. Webb then claimed the whole sum on account of "costs," but afterwards, by consent, an award was made in the plaintiff's favour for £37 debt, and two guineas costs, and the bankrupt's arrest followed. Some correspondence, of a somewhat amusing nature, which had passed between the parties, was read in court; and it appeared that after the settlement of the action Mr. Webb had denied the receipt of the money on behalf of his client. Mr. Spenceley was now the detaining creditor, and he strongly opposed the bankrupt's application for release from custody.

For the bankrupt it was stated that, although he owed a sum of about £600, he possessed assets in the shape of good debts of the value of £400, which could not possibly be realized if the present application was refused.

Mr. Commissioner HOLROYD said this was the case of an attorney who, having received money on behalf of a client, appropriated it to his own use. The application for release from custody could not be granted. After the meeting for choice of assignees the bankrupt might apply again if so advised.

Application refused.

(Before Mr. Registrar HAZLITT.)

Sept. 19.—*In re O. W. Lloyd.*—At a meeting of creditors, held under the bankruptcy of Mr. O. W. Lloyd, solicitor, of St. Swithin's-lane, and Davies-street, Berkley-square, who recently failed for a very considerable amount, a resolution was passed by the necessary majority of the creditors present for a liquidation under the 185th section of the Bankruptcy Act, 1861.

JUDGES' CHAMBERS.

(Before Mr. Justice MONTAGUE SMITH.)

Sept. 19.—*Important application under the Joint-Stock Companies' Act.*—An application was made under the 35th section of the Joint-Stock Companies' Act, to remove the name of a shareholder from the register, under peculiar circumstances. The applicant had taken shares in a newly-formed company, and, on ascertaining that the funds were to be applied to other purposes than those expressed in the prospectus, now wished his name to be removed from the register.

Mr. Justice MONTAGUE SMITH doubted very much whether it was intended to give a judge at chambers the power to try such a question.

Mr. *Gibbons*, as counsel for the company, opposed the application, and said if such a case was to prevail, then every shareholder could escape his liability when he discovered something which did not please him. Although all the objects of the company were not expressed in the prospectus all parties were referred to the articles of association, and were bound to make themselves acquainted with them. No doubt it would have been better to have stated in the prospectus all the purposes of the company.

On the part of the applicant several cases were cited, and the learned judge was pressed to grant the application, as it involved an important principle.

His LORDSHIP declined to make an order, and said the party applying might go to the Court. His own impression was that he had not the power to try such a question in a summary manner.

Application refused.

GENERAL CORRESPONDENCE.

COUNTY COURTS EQUITABLE JURISDICTION.

Sir,—At a time when it is said rules are being framed under the new Act for conferring on county courts a limited jurisdiction in equity, it would seem not inappropriate to call the attention of the profession to the present very unsatisfactory rule of allowing none but attorneys themselves to appear in a county court for either plaintiff or defendant; the anomalous character of such a rule requires no argument. I am in the habit, as is every other gentleman who attends to the chancery department, of constantly attending before the chief clerks at chambers, and not unfrequently of appearing before the judges themselves on points occasionally of great importance, and I never knew of any instance where the client's interest has suffered, or where the judge or chief clerk had any reason to complain, through the matter being intrusted to the solicitor's clerk instead of requiring the personal attendance of the principal.

If some provision is not now made (which, I would suggest, should apply to all proceedings, whether under the equity jurisdiction or otherwise) to meet the case, there will be this absurdity, namely, that if a solicitor has two causes going on together, the one involving a large amount of property and important interests, and the other relating to property of small value or importance, the solicitor will *himself* be compelled to attend to the latter business because the stringent rules of the county court will not permit his clerk to appear, whilst the conduct of the other cause, relating to the property of large amount and involving important interests, will have to be delegated to the solicitor's clerk. I do not desire to be understood that I should at all apprehend the client's cause would suffer from the matter being left to the solicitor's clerk, but I think, on the simple ground of

the absurd appearance of the thing, an alteration should be made, and now is the time.

A Law Clerk of Twenty Years Standing.

Sept. 11.

P.S.—I presume arrangements will be made for the attendance of the county court judges and their registrars in chambers, and if so, they will surely not require more personal attention from the profession than the equity judges and their chief clerks are in the habit of receiving.

Honour Examination.

Sir,—The many letters which have appeared in the *Solicitors' Journal* on the subjects of examination for honours, and of permanently distinguishing merit by inserting in the *Law List* the names of prizemen, certificate holders, and those who obtain honourable mention, must be taken as a sufficient guarantee that the change is generally desired by those most interested in the social and intellectual elevation of the profession.

From a belief that the movement will have a beneficial tendency I have considered it my duty to call a special meeting of the Articled Clerks' Debating Society to consider the expediency of taking action on the subject.

As soon as the committee have arranged their plans (if any) of proceeding in the matter, I will communicate with you.

In the meantime I shall be happy to receive suggestions on the subject, which I will, if received in time, bring before the committee. Wynne E. Baxter.

Croydon, Sept. 19.

APPOINTMENTS.

Mr. John Becke, of Northampton, Solicitor, has been appointed Treasurer of the County Court (Circuit No. 36), in the room of Mr. Thomas Sharp, deceased.

PROVINCES.

Macclesfield.—*Game case.*—On Saturday, before the county justices at Macclesfield, a fishmonger and game dealer, named James Cox, was summoned for aiding and abetting one Charles Ainsworth in coming from land where he had been unlawfully in the pursuit of game. The evidence was, that the defendant was found with his cart on a highway at Bollington, at eleven o'clock in the morning with Ainsworth. In the cart were found two hampers containing 62 rabbits, gutted ready for sale. The defendant said he bought them of Ainsworth, and the latter said he had got them from land where he had permission to get them. The game was then seized by the police officers.—Mr. Cottingham, who appeared for the defendant, contended that the information against Cox was bad, inasmuch as it charged him with aiding and abetting in an offence already completed, which could not be. It might have been valid, had it charged him with aiding and abetting Ainsworth in being in unlawful possession of the game; but the law did not contemplate aiding and abetting in an offence already completed; and to convict the defendant upon the present information he must be proved to have been present, either actually or constructively with Ainsworth in coming from the land, of which it was not pretended there was a scintilla of evidence. In *Evans* v. *Botterill*, 11 W. R. 621, Mr. Justice Blackburn ruled that "the offence was not the having been taken with nets, &c., in possession, but of having obtained the game by unlawfully going on land; and magistrates, he said, ought not to convict unless they are satisfied that the accused had been on land, &c."—The learned counsel then called a witness who swore that Cox bargained for the rabbits with Ainsworth in Macclesfield, two hours before the seizure on the highway, and Mr. Cottingham contended that a sale of that sort, whether the rabbits had been unlawfully obtained or not by Ainsworth, was perfectly legal, Cox being a licensed dealer in game. Nor did it matter whether Cox knew Ainsworth to be a poacher or not.—The Court held that the going on the land, the killing of the game, the coming off the land, and the disposing of the rabbits was one continuous offence, and that the defendant, in dealing with a person well known to him as a poacher, was liable to be held guilty of aiding and abetting him in coming from land whereon he had been unlawfully in search of game.—Cox was fined £1 and costs. Ainsworth had, on the previous Tuesday, been fined £5 and costs.—On the application of Mr. Cottingham, the justices granted a case for the Queen's Bench on the construction of the words "aiding and abetting."

IRELAND.

Irish Tenant-right.

[communicated.]

The law, as it affects landlord and tenant in Ireland, is one of the most difficult problems to deal with. The landlord is averse to any legislative interference with a subject which he considers to be one merely of contract, and which he thinks should be left to regulate itself by the ordinary rules of demand and supply which govern all other contracts; and he supports this argument by a reference to the relations subsisting between the same classes in England and Scotland, observing that as *they* require no such law, so neither does he. The soundness of this argument we shall presently consider. The tenant, on the other hand, strenuously demands legislative interference. He points to the hardships which he and his class suffer under the present system, and refers with equal confidence in support of his arguments to the relations subsisting between the same classes in England and Ireland. The landlords are numerous enough to have become their own champions in the House of Commons. The tenant class have not been so fortunate. They have, however, had an able, consistent, and experienced advocate in Mr. McMahon, the late M.P. for the county of Wexford, and his general character for honesty and consistency of purpose, and his eminent acquaintance with this subject, induce us to pay great deference and respect to any views which he entertains, especially upon a question which he has so long studied, and with which he has made himself practically so familiar. His views in favour of the tenant farmer are pretty well known.

This demand of a law of tenant-right, and the arguments pro. and con., a committee of the House of Commons, under the presidency of Mr. Maguire, M.P. for Cork, has been investigating, and their report has just been circulated. The resolutions they have arrived at will not give much satisfaction to those who hold extreme views on either side. Mr. Lowe's proposal that the law should not interfere between landlord and tenant, leaving both parties to make the best agreement they can, as in ordinary subjects of contract, is set aside as too decisive an opposition to the popular demand. Mr. W. E. Forster's proposal that no notice of intended improvements should be required from a tenant at will, and that a landlord should be required, in case of eviction, to compensate the tenant for any improvement he has made, has met the same fate as Mr. Lowe's proposition. The committee have taken a middle course, and recommend that the law should substantially remain as it is, undergoing, however, alterations in some of its details.

Is it true that in England and Scotland no tenant-right exists, because if that question is answered in the negative, then the Irish tenant-farmers have one of the strongest arguments in their favour taken from under their feet. For what is good for England and Scotland, ought to be good for Ireland, and their relations with their landlords should be based upon the same footing. If, on the contrary, a tenant-right does, in effect, exist in England and Scotland, then the Irish tenant-farmer has made out a very strong case to be placed on the same footing with his brethren in the sister country. This case must be met upon its merits, and we must not be influenced in our opinion by either party in the contest.

Now it is quite true that there is no *lex scripta* upon this subject in either England or Scotland. But there is a *lex non scripta* just as binding as any written law, and to which both parties tacitly submit, and by which they are actually bound. A great portion of our common law is founded upon custom, which is as binding as any statute law. Customs, varying according to the locality where they exist, have always regulated the letting of land in England, and one of the great points which they define is, the very question which the Irish tenant-farmer is so anxious should be settled by the *lex scripta*—as the *lex non scripta* referred to does not apply to his country—that is, the determining the right to compensation, and the amount to which the tenant is entitled for improvements. That such a law is absolutely

necessary, no one who is acquainted with the dealings between landlord and tenant can for a moment doubt. Cases have been known in Ireland where tenants have improved land by an expenditure of several thousand pounds, and where the too vigilant landlord watching the progress of works, has demanded of the tenant, as soon as they had been completed, an increase of nearly double the original rent, and in the event of refusal, threatened eviction.

This is not an isolated case. Others abound, and are within the experience of all. Such conduct, how ever, is not attributable to every landlord. The man who thus acts is the very reverse of a blessing to society, for while we admit the right of every man to deal with his own property as he pleases, we deny that that rule has an unqualified application to land. For the inhabitants of a country are all interested in the cultivation of the soil, upon the produce of which the human family depends for subsistence; and it is the duty of landlord and tenant so to use the soil as to make it as productive as possible, and if the former refuses encouragement to the latter, to improve his farm, he commits an offence against society, and can no longer be considered a capable steward. In such a case society has a right to interfere through its legislature, and say "You must not stand in the way of the public good, your *confrères* in England are obliged to compensate tenants for improvements made on their farms. You must do so likewise." The only difficulty that we can see in the matter will consist in the definition to be given of improvements, and the mode of ascertaining the amount of compensation. But with the experience that we have in England these difficulties will soon be overcome. We hope that Lord Palmerston will feel himself strong enough in the approaching Parliament to deal in a satisfactory manner with this subject, which is a prolific source of heart-burning in the sister country.

An Edifying Quarrel.—A very edifying quarrel has been going on for some time between some of the Suffolk justices and the county court judge of the district, the particulars of which are thus given by a local correspondent:—One evening last May a labourer named Walker was in a public-house called "The Oyster," at Butley, in Suffolk, wher he was half drunk and disorderly, and broke a beer-glass. Moss, the landlord, requested him to leave the house, but he refused, and Moss afterwards made a complaint before the magistrates in petty sessions at Woodbridge, and an information was laid against Walker for being disorderly at Butley under the 23rd Vict., cap. 27, a policeman named Spall being made the nominal complainant, and a summons was issued accordingly. Walker, upon this, apologized to the landlord, who agreed to withdraw the complaint, and Walker paid 14s. for the broken beer-glass and the expenses. At the next sitting the magistrates, however, refused to allow the case to be compromised, and fined Walker 2s. 6d., which with costs amounted to £1 14s., and a distress warrant was issued against him, making the total cost to which he was put £2 3s. Moss refunded Walker the 14s. he had received of him to compromise the case, but the latter proceeded against Moss for breach of agreement, he having failed to quash the information after undertaking to do so. This case was tried at Woodbridge county court before Mr. Worlledge, the judge, who gave a verdict for the plaintiff, and made the landlord pay £3 for breach of contract. The judge at the same time expressed a very decided opinion that the magistrates should have allowed the case to be compromised. Hereupon the magistrates' clerk prepared a case which was laid before Mr. D. Keane, Q.C., whose opinion was that Mr. Worlledge's judgment was wrong, and further, "that both the tone of the judgment and the matter of it" were "calculated to weaken the authority of the magistrates in petty sessions, and bring them into disrepute." Mr. Keane, in conclusion, suggested that it was for the magistrates to consider how far they could continue to act, with due regard to themselves, without drawing the attention of the Lord Chancellor to what had happened. This opinion of Mr. Keane was published in the local papers, and at the opening of the Woodbridge county court, Mr. Worlledge referred to it, and said that, inasmuch as Mr. Keane was neither a judge of one of her Majesty's superior courts of law nor Lord Chancellor, he neither could or would accept his opinion as law, nor would he submit to his censures. His Honour added an opinion he had obtained from Mr. Oke, the chief clerk at the Mansion House, directly contrary to that of Mr. Keane, and which was as follows:—"Under such circumstances as those you mention I have never thought it my duty as clerk to the magistrates, beforehand and before the case comes before the justices, to interfere, and insist that an information shall proceed against the will of the plaintiff, but I have known of cases of assaults upon females (and those only) where the magistrates, under my advice, have set aside a compromise, against the will of the informant, which they can do under 24 & 25 Vict. c. 100, s. 43."—*Pall Mall Gazette.*

The City Sheriffs' Court and the New Equitable Jurisdiction Bill.—The rules which will govern the application of the new Equitable Jurisdiction Bill have been received at this court (in draft), having been forwarded from the Treasury to this and the various county courts for suggestion, in order that they might be as uniformly practicable as possible. Many of the county courts have already returned the rules, this court recently following the example, though the matter is not yet finally disposed of so far as the corporation of the city is concerned. It would appear by the statute that the Sheriffs' Court has lost a privilege hitherto enjoyed since its creation, and it may not be generally known that it is governed by a special Act of Parliament. The especal privilege referred to, however, has been that of being empowered to make its own rules, *i.e.*, the judge of the court has, in conjunction with the Recorder and Common Serjeant, framed certained rules, which, being submitted to one of the chief judges of the superior courts, have been approved and acted upon. By the legal profession of the city this has been acknowledged as a great benefit, inasmuch as in cases where the sum recovered is over £10, one of the rules enables the suitor to have his costs taxed under a scale which has generally proved most efficacious. A clause now inserted in the new bill, however, would appear to have brought this court under the control of the county courts jurisdiction. There are five county court judges appointed by the Treasury to make rules, and they do not include the name of Mr. Commissioner Kerr, the judge of this court. It is anticipated that the Sheriffs' Court may perhaps lose the benefit of even those old rules which have already worked so well, and the Court of Common Council has referred the matter to the consideration of the Officers and Clerks' Committee, which is now looking into the facts.

Fire Insurances.—The following is the amount of the duties paid to Government by the following insurance offices during the year 1864; the duty on stock reduced to 1s. 6d. per cent.:—Albert, two quarters, £769; Alliance, £50,793; Atlas, £38,092; British Nation, three quarters, £990; Church of England, £5,409; City and County, £602; Commercial Union, £18,340; County, £71,457; Emperor, £924; European, two quarters, £1,068; Friend-in-Need, £88; General, £18,240; Globe, one quarter, £12,379; Guardian, £34,001; Hand-in-Hand, £9,648; Hercules, £715; Home and Colonial, two quarters, £561; Imperial, £58,777; Law, £43,248; Law Union, £10,180; London, £33,634; London and Lancashire, £10,983; London and Southwark, one quarter, £332; Mercantile Union, two quarters, £808; Netherlands, £42; North British and Mercantile (London) £23,040; Phœnix, £128,458; Preserver, £113; Prince, £511; Royal Exchange, £77,444; Royal Farmers, £12,379; Sun, £195,276; Ultrajectum, £39; Union, £29,857; Volunteer Service and General, £140; Western, £2,330; Westminster, £31,290; Total, £922,957. Country offices.—Birmingham, £15,761; Birmingham Alliance, two quarters, £795; Birmingham District, £9,096; Essex and Suffolk, £7,330; Hants, Sussex, and Dorset, two quarters, £1,186; Kent, £15,666; Lancashire, £21,940; Leeds and Yorkshire, one quarter, £10,384; Liverpool and London and Globe, £135,089; Manchester, £37,764; Midland Counties (late Lincolnshire), £5,225; Norwich Equitable, £3,123; Norwich Union, £81,367; Nottinghamshire and Derbyshire, £5,207; Oldham, £17; Provincial, £9,498; Queen, £16,729; Royal Insurance (Liverpool), £77,561; Salop, £4,198; Shropshire and North Wales, £2,136; West of England, £49,466; Yorkshire, £22,696. Scotch offices.—Scottish Union, £33,776; North British and Mercantile (Edinburgh), £33,365; Caledonian, £14,609; Scottish Provincial, £11,005; Northern, £24,513; Scottish National, £7,311; Stewarton, Dunlop, and Fenwick, £3; Town and County (Dundee), £267; Scottish, one quarter, £282. Irish offices.—National, £6,062; Patriotic, £4,941. Total, £668,368. Gross total from insurances, £1,591,325.

It is said that Mr. Benjamin, ex-Secretary of State in the Confederate Government, intends joining the English Bar.

ANNUAL PUBLIC INCOME AND EXPENDITURE FOR EACH OF THE FOLLOWING YEARS ENDING ON THE 31st OF MARCH :—

INCOME.

	1856.	1857.	1858.	1859.	1860.	1861.	1862.	1863.	1864.	1865.	Total of Ten Years.
	£	£	£	£	£	£	£	£	£	£	£
1. Customs	23,213,797	23,488,136	23,275,743	23,998,380	24,391,084	23,278,250	23,692,955	24,038,893	23,234,356	22,527,573	235,139,167
2. Excise	17,632,139	18,294,166	17,910,614	17,901,545	20,240,467	19,548,133	18,292,540	17,174,283	18,428,925	19,428,324	184,851,136
3. Income-tax	15,159,458	16,050,670	11,396,435	6,610,102	9,666,142	10,957,061	10,471,207	10,482,588	9,101,995	7,985,774	107,881,432
4. Stamps	7,063,610	7,396,685	7,470,627	7,994,635	8,040,091	8,368,869	8,590,654	8,976,738	9,324,849	9,542,645	82,769,403
5. Land-tax	1,157,525	1,149,082	1,142,173	1,131,768	1,137,034	1,144,672	1,134,983	1,106,354	1,107,517	1,123,920	11,335,028
6. Assessed taxes	1,978,552	1,965,363	2,008,589	2,028,988	2,100,539	2,000,398	2,000,879	2,038,981	2,124,708	2,166,699	20,413,696
7. Post office	2,767,201	2,909,131	3,038,113	3,175,561	3,310,655	3,407,063	3,552,696	3,695,210	3,937,309	4,156,496	33,949,435
8. Crown Lands	421,715	443,478	417,909	420,329	416,531	412,451	417,408	432,048	426,268	442,400	4,250,537
9. Miscellaneous	1,158,148	1,098,174	1,596,887	2,125,944	1,801,584	1,453,101	1,747,534	2,753,561	3,035,964	2,993,436	19,764,333
	70,552,145	72,794,885	68,257,090	65,387,252	71,104,127	70,569,998	69,900,856	70,698,656	70,721,891	70,367,267	700,354,167

EXPENDITURE.

	1856.	1857.	1858.	1859.	1860.	1861.	1862.	1863.	1864.	1865.	Total of Ten Years.
1. Interest and management of the National Debt	28,112,824	28,681,177	28,627,103	28,527,484	28,638,726	26,231,018	26,142,606	26,231,657	26,211,791	26,369,398	273,773,784
2. Exchequer Bonds redeemed	—	—	2,000,000	—	—	—	—	—	—	—	2,000,000
3. Army	27,806,603	20,811,242	12,915,157	12,512,291	14,057,186	14,970,000	15,570,869	16,264,789	14,638,051	14,382,672	163,928,860
4. Navy	19,654,585	13,459,013	10,590,000	9,215,487	11,823,859	13,331,668	12,598,042	11,370,588	10,821,596	10,898,253	123,763,091
5. Extraordinary War Expenses	4,200,000	—	—	—	—	—	—	—	—	—	4,200,000
6. War with China	—	—	590,693	391,943	858,057	3,043,896	1,230,000	—	—	—	6,114,589
7. Persian Expedition	—	—	900,000	—	—	—	—	—	—	—	900,000
8. Sinking Fund of War Loan	—	—	250,000	—	—	—	—	—	—	—	250,000
9. Late War with Russia	—	—	—	390,580	—	—	53,431	—	—	—	444,011
10. Kertch and Yanikalé Prize Money	—	—	—	—	—	—	—	—	85,925	—	85,925
11. Fortifications	—	—	—	—	—	—	970,000	1,050,000	800,000	620,000	3,440,000
12. Collection and Management of the Revenue Departments	4,692,601	4,865,864	4,507,630	4,651,506	4,555,525	4,609,925	4,836,723	4,678,875	4,651,180	4,729,189	46,779,018
13. Post-office Packet Service	—	—	—	—	—	1,069,778	891,921	920,587	922,082	870,673	4,675,041
14. Salaries and Expenses of Public Departments	1,484,780	1,629,997	1,589,026	1,573,646	1,629,698	1,580,912	1,612,257	1,630,455	1,696,422	1,713,543	16,140,736
15. Diplomatic, Colonial, and Consular	491,478	486,339	545,808	507,210	582,102	624,000	900,215	1,071,937	758,543	721,241	6,688,893
16. Law and Justice	3,043,953	2,706,169	3,069,645	3,291,894	3,437,552	3,184,671	3,394,815	3,531,216	3,503,603	3,390,096	32,553,614
17. Civil List	396,457	401,533	401,258	403,225	403,260	403,160	404,261	405,328	405,844	406,313	4,030,639
18. Annuities and Pensions	340,491	336,258	334,997	343,762	350,714	345,772	312,962	274,110	312,066	313,750	3,264,882
19. Superannuations, &c.	228,053	224,140	244,057	240,185	249,109	237,418	308,527	331,889	332,739	359,479	2,755,596
20. Education, Science, and Art	827,871	902,245	1,062,426	1,146,779	1,267,992	1,233,353	1,353,765	1,383,479	1,290,729	1,222,744	11,691,383
21. Public Works and Buildings	765,200	798,676	844,576	765,780	681,419	639,711	714,576	843,178	925,920	631,906	7,610,942
22. Interest on Loans, Secret Service, &c.	183,861	182,369	178,030	177,625	177,340	230,314	202,276	186,495	213,441	181,527	1,913,278
23. Civil Contingencies	45,000	—	105,000	74,000	98,000	157,000	—	—	—	58,000	537,000
24. Compensation to King of Denmark for Sound Dues	—	—	1,125,206	—	—	—	—	—	—	—	1,125,206
25. Wine Drawback Allowances	—	—	—	—	—	288,218	—	—	—	—	288,218
26. Scheldt Toll Redemption	—	—	—	—	—	—	—	—	174,599	174,599	349,198
27. Miscellaneous. Class 7.—Supplies	847,189	732,734	646,889	586,023	808,727	783,702	726,381	302,839	235,502	161,540	5,831,526
	93,120,946	76,217,756	70,527,501	64,799,420	69,619,266	72,964,536	72,223,627	70,477,422	67,980,033	67,204,923	725,135,430

—Money Market Review.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALDERSON—On Sept. 19, the wife of E. S. Alderson, Esq., of Bury St. Edmund's, and King's Bench-walk, Temple, of a son.

DAVIES—On Sept. 13, at Glanmore-villas, near Swansea, Glamorganshire, the wife of Richard Davies, Esq., Solicitor, of a son.

HARRIS—On Sept 21, at Woodfield-terrace, Paddington, the wife of Joseph Harris, Esq., Solicitor, of a son.

HARRISON—On Sept. 15, at Lincoln, the wife of William Harrison Esq., Solicitor, of a daughter.

MARRIAGES.

CALVERT—HERBERT—On Sept. 14, at St. Mary's, Welshpool, Frederick Calvert, Esq., Q.C., second son of the late General Sir Harry Calvert, Bart., G.C.B., G.C.H., to the Lady Lucy Caroline Herbert, eldest daughter of the late Earl of Powis, K.G.

PARKER—CLABON—On Sept 14, at St. Mark's, Albert-road, Regent's-park, Joseph Parker, Esq., of the India Office, son of the late Rev. Joseph Parker, rector of Wyton, near Huntingdon, to Bessie, second daughter of John M. Clabon, Esq., of St. George's-terrace, Regent's-park, and Great George-street, Westminster.

DEATHS.

ADAMS—On June 16, at Nelson, New Zealand, Charlotte, the wife of Henry Adams, Esq., Provincial Solicitor, Nelson, aged 46.

WALKER—On Sept. 11, Sarah, wife of George Walker, Esq., of Upper Fitzroy-street, Fitzroy-square, and Gray's-inn-square.

WOOD—On Sept. 14, at Edinburgh, John George Wood, Esq., Writer to the Signet.

LONDON GAZETTES.

Friendly Societies Dissolved.

FRIDAY, Sept. 15, 1865.

Worplesdon Independent Friendly Society, New-inn, Worplesdon, Surrey. Sept 7.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 15, 1865.

Blunt, Mary, Adelaide-crescent, Hove, Brighton, Widow. Oct 31. Birch & Ingram, Lincoln's-inn-fields.

Chance, Robt Lucas, Summerfield-house, Birm, Glass Manufacturer. Jan 1. Watkins & Co, Sackville-st.

Davies, Sir David, Hanover-st, Middx. Oct 30. Wing & Du Cane, Gray's-inn-sq.

Demack, Saml, Docking, Somerset, Yeoman. Oct 20. Chapman, Weston-super-Mare.

Dunn, Eliz Hammond, St Leonard, Devon, Widow. Dec 1. Halse & Co, Cheapside.

Griffith, Saml Young, Oxford, Hotel Proprietor. Oct 26. Few & Co, Covent-garden.

Hughes, Lewis, Lpool. Sept 21. Anthony, Lpool.

Lanyon, Wm, Newlyn, Cornwall, Yeoman. Oct 20. Chilcott, Truro.

Liversidge, John, Gainsborough, Lincoln, Gunsmith. Oct 10. Hayes, Gainsborough.

Loveitt, Peter, Nottingham, House Agent. Dec 1. Hogg.

McCree, Andrew, Newcastle-upon-Tyne, Merchant. Oct 31. Watson, Newcastle-upon-Tyne.

McCree, Thos. Newcastle-upon-Tyne, Comm Agent. Oct 31. Watson, Newcastle-upon-Tyne.

Pennington, Wm, Kendal, Westmoreland, Spirit Merchant. Oct 28. Harrison & Son, Kendal.

Petch, John, Gainsborough, Lincoln, Plumber. Oct 31. Hayes, Gainsborough.

Romney, Geo, Angerton, Lancaster, Gent. Oct 28. Harrison & Son, Kendal.

TUESDAY, Sept. 19, 1865.

Almond, Robt, Berry Edge, Durham, Grocer. Oct 31. J. & R. S. Watson, Newcastle.

Bullivant, Fras, Eastcheap, Tea Merchant. Nov 1. H. & F. Chester, Newington Butts.

Danel, Eugene, Dover, Kent, Poulterer. Oct 14. Minter, Dover.

Denison, Thos, Burton Leonard, York, Farmer. Jan 2. Hirst & Capes, Boroughbridge.

Harvey, John Nicholas, Portsmouth, Gent. Nov 1. Hellard & Son, Portsmouth.

Hollingsworth, Saml, Edmonton, Middx, Gent. Oct 20. Holland, Gt Knightrider-st, Doctors'-commons.

Kitching, Robt, Burgate, Pickering, York, Gent. Nov 1. Jackson & Wilson, New Malton.

Laver, Robt Wm, Hockley, Essex, Farmer. Sept 29. Crick, Maldon.

Lower, Reuben Wm, Folkestone, Kent, Gent. Nov 1. Brockman & Harrison, Folkestone.

Assignments for Benefit of Creditors.

FRIDAY, Sept. 15, 1865.

Johnson, John, & Wm McGowan, Lpool, Dry Salters. Sept 8. T. & T. Martin, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 15, 1865.

Arkell, John, Bishops' Cleeve, Gloucester, Farmer. Aug 21. Comp. Reg Sept 13.

Armitage, Joseph, Thornhill Lees, York, Beerseller. Sept 6. Comp. Reg Sept 14.

Astley, Evan, Quadrant, Regent-st, Tailor. Aug 15. Comp. Reg Sept 11.

Beardsmore, Hy, Northampton, Baker. Aug 26. Asst. Reg Sept 12.

Boutall, Wm, jun, Graham-rd West, Hackney, Solicitor's Clerk. Aug 23 Covenant. Reg Sept 13.

Brangwin, Thos, Plumstead, Draper. Sept 8. Comp. Reg Sept 12.

Chapman, Edwd, Dullingham, Cambridgeshire, Grocer. Aug 19. Conv. Reg Sept 15.

Cockshott, Thos, and Thos Hargrave, Leeds, Lodging House Proprietors. Aug 1. Asst. Reg Sept 11.

Coughlan, Thos, Northampton, Coal Dealer. Sept 1. Conv. Reg Sept 15.

Cozens, Adolphus, Wolverhampton, Stafford, Currier. Aug 26. Comp. Reg Sept 12.

Crawford, John Boyd, Stockton, Durham, Plumber. Aug 18. Conv. Reg Sept 15.

Finger, Abraham, Lpool, Jeweller. Aug 22. Comp. Reg Sept 13.

Fisher, Ishmael, Chatham-pl, Blackfriars, Wine Merchant. Aug 28. Comp. Reg Sept 14.

Griffin, Aquila, Stoke-upon-Trent, Stafford, Cheese Factor. Sept 1. Comp. Reg Sept 15.

Holmes, Hy, York, Coal Dealer. Aug 30. Comp. Reg Sept 14.

Humpage, Enoch, Handsworth, Stafford, Gun Lock Maker. Aug 28. Comp. Reg Sept 13.

Isherwood, Wm, Manch, Smallware Dealer. Aug 25. Asst. Reg Sept 14.

Long, Maria Eliz, Sandgate, Kent, Widow. Aug 28. Asst. Reg Sept 14.

Lownds, John, Salford, Lancaster, Shoemaker. Aug 26. Asst. Reg Sept 13.

Matthews, Norman, Framlingham, Norfolk, out of business. Aug 26. Conv. Reg Sept 14.

Miles, Wm, Portland-rd, South Norwood, Surrey, Draper. Sept 2. Comp. Reg Sept 12.

Munslow, Benj, Newton Heath, Lancaster, Ironfounder. Sept 4 Comp. Reg Sept 12.

Murdock, Alex, Claypath, Durham, Dealer in Hats. Aug 21. Conv. Reg Sept 13.

Neill, Wm Mayne, & Hy Montgomery Neill, Lime-st, Merchants. Sept 2. Inspectorship. Reg Sept 14.

Norton, Amy, St James, Middx, Brushmaker. Sept 12. Comp. Reg Sept 14.

Palmer, Thos, Hanley, Stafford, Licensed Victualler. Aug 20. Conv. Reg Sept 14.

Poole, Hy, Sheffield, York, Boot Maker. Aug 29. Asst. Reg Sept 14.

Rogers, Stephen, Crook, Durham, Grocer. Aug 19. Conv. Reg Sept 13.

Ruddle, Jas, Shrewsbury, Salop, Saddler. Aug 30. Asst. Reg Sept 14.

Williams, John, Lpool, Coal Dealer. Aug 19. Asst. Reg Sept 14.

Wilman, Eliz, Burnley, Lancaster, Ironmonger. Aug 21. Comp. Reg Sept 14.

Wood, Walter, Lincoln's-inn, Gent. Sept 4. Conv. Reg Sept 15.

Yardley, John, & Jas Yardley, Farnworth, Lancaster, Ironfounders. Sept 6. Asst. Reg Sept 15.

TUESDAY, Sept. 19, 1865.

Benedict, Elias, Lpool, Jeweller. Aug 23. Comp. Reg Sept 16.

Benns, Geo, Doughty-st, Mecklenburgh-sq, Corn Factor. Aug 31. Comp. Reg Sept 19.

Berry, Benj, Almondbury, York, Journeyman Dyer. Sept 5. Asst. Reg Sept 15.

Berry, Thos Bulmer, Newcastle-upon-Tyne, Builder. Sept 4. Asst. Reg Sept 19.

Brown, Chas, jun, Whiston, York, Farmer. Aug 18. Asst. Reg Sept 15.

Crossland, John, Sheffield, Cutlery Manufacturer. Aug 24. Asst. Reg Sept 18.

Crowther, Joseph, Lpool, Pawnbroker. Aug 31. Asst. Reg Sept 16.

Fowler, Benj, jun, Lpool, Ironfounder. Sept 15. Comp. Reg Sept 19.

Frankish, Richd Kirby, Scarborough, York, Auctioneer. Aug 18. Conv. Reg Sept 14.

Harbord, Joseph Massingham, Norwich, Saddler. Aug 26. Conv. Reg Sept 18.

Hart, Lewis, Waterloo-rd, Manager to an Eatinghouse Keeper. Sept 13. Asst. Reg Sept 19.

Hewett, John, Haverstock-hill, Middx, Bailiff. Sept 13. Asst. Reg Sept 16.

Hunter, Thos, Mary Stokoe, & Thos Stokoe, Newbottle, Durham, Drapers. Aug 19. Comp. Reg Sept 16.

Kirkman, Arthur Abraham, Martin's-lane, Auctioneer. Sept 6. Asst. Reg Sept 18.

Miller, John, & Robt Fenwick Miller, Gloucester, Shipbuilders. Aug 25. Comp. Reg Sept 19.

Molle, Henri, Weston-super-Mare, Somerset, Hair Dresser. Aug 14. Comp. Reg Sept 18.

Nicholls, Wm Schofield, Bradford, York, Yarn Dealer. Aug 24. Asst. Reg Sept 19.

Peacock, Geo, Bristol, Carpenter. Sept 13. Asst. Reg Sept 19.

Quickfall, Saml Thos, Newcastle-upon-Tyne, Provision Dealer. Sept 2. Asst. Reg Sept 15.

Sandwith, Thos, York, Doctor of Medicine. Sept 7. Comp. Reg Sept 16.

Shimmin, John, Lpool, Merchant. Sept 16. Asst. Reg Sept 19.

Spencer, Hy, Smethwick, Stafford, Crinoline Manufacturer. Aug 23. Asst. Reg Sept 19.

Stephens, Justus Wm, Landport, Hants. Baker. Sept 15. Comp. Reg Sept 18.

Terrill, Wm Feltham, Combe Bissett, Wilts, Farmer. Aug 21. Conv. Reg Sept 18.

Walker, Chas, & Peter Walker, Manch, Smallware Manufacturers. Aug 23. Conv. Reg Sept 19.

Wilson, Wm, Bulman Village, Northumberland, Builder. Aug 26. Comp. Reg Sept 15.

Bankrupts.

FRIDAY, Sept. 15, 1865.

To Surrender in London.

Alsing, Albin Casimir, Prisoner for Debt, London. Pet Sept 11. Sept 27 at 1. Edwards, Cannon-st.

Cleaver, Thos, Harrietshaw, Kent, Grocer. Pet Sept 12. Sept 28 at 12. Breden, Copthall-court.

Field, Wm, and Richd Francis Hare, Apple-yd, Seward-st, Manufacturing Chemists. Pet Sept 6. Sept 26 at 1. Chidley, Old Jewry.

Friedlander, Jacob, and Maxmilian Berger, Addle-st, Aldermanbury, Clothiers. Pet Sept 4. Sept 27 at 1. Solomon, Cheapside.

Hayter, Wm, Prisoner for Debt, London. Pet Sept 11 (for pau). Sept 28 at 12. Branwell, Basinghall-st.

Hobbs, Danl, Montpelier-rd, Peckham, Barrister's Clerk. Pet Sept 7. Sept 26 at 12. Gammon, Cloak-lane.

Jackson, Richd Wm, Dorset-st, Clapham-rd, Painter. Pet Sept 11. Sept 27 at 1. Edwards, Bush-lane.

Leach, Jabez, Southampton, Post-office Clerk. Pet Sept 11. Sept 27 at 1. Paterson & Son, Bouverie-st, and Mackay, Southampton.

Maddison, Hy, Liverpool-rd, Islington, Dealer in Jewellery. Pet Sept 7. Sept 26 at 1. Harrison, Basinghall-st.
Mowat, Jas, Prisoner for Debt, London. Pet Sept 11 (for pau). Sept 28 at 11. Branwell, Basinghall-st.
Pearce, Wm, Central st, Greengrocer. Pet Sept 7. Sept 26 at 12. Waldron, Lamb's Conduit-st.
Robinson, Geo Dannett, Essex-rd, Islington, Coach Builder. Pet Sept 8. Sept 26 at 1. Edwards, Bush-lane.
Shearman, John, Hoxton Old Town, Dealer in Old Building Materials. Pet Sept 12. Sept 28 at 11. Goldrick, Strand.
Stone, Benj, Westminster-rd, Builder. Pet Sept 5. Sept 28 at 12. Fitch & Fitch, Southwark.
Valler, Jas, Prisoner for Debt, London. Pet Sept 11 (for pau). Sept 28 at 11. Goatley, Covent-garden.
Woodiss, Wm, Mortlake, Journeyman Stone Mason. Pet Sept 8. Sept 27 at 11. Hallam, Boswell-ct, Carey-st.

To Surrender in the Country.

Adamson, Thos, sen, Prisoner for Debt, Lincoln. Adj July 8. Thorne, Oct 4 at 3.
Allitt, John, Wroxton, Oxford, Carpenter. Pet Sept 12. Banbury, Sept 26 at 10. Kilby, Banbury.
Ashdown, Wm, Milton-next-Gravesend, Kent, Fly Driver. Pet Sept 9. Gravesend, Sept 25 at 12. Layton, Upper-st, Islington.
Baldwin, Jas, Maindee, Monmouth. Painter. Pet Aug 31. Newport, Sept 27 at 11. Greenway & Bytheway, Pontypool.
Barton, Hy, Birm, out of business. Pet Sept 13. Birm, Oct 6 at 12. East, Birm.
Bishton, Danl Wm, Prisoner for Debt, Stafford. Adj Sept 11. Birm, Oct 13 at 12. Griffin, Birm.
Blair, Edwd John, Uttoxeter, Stafford, Attorney. Pet Sept 8. Birm, Sept 27 at 12. James & Griffin, Birm.
Bland, John, Durham, Surgeon. Pet Sept 11. Durham, Sept 27 at 10. Brignal, Durham.
Briggs, Wm, and Geo Hartley, Dudley Hill, nr Bradford, York, Joiners. Pet Sept 8. Leeds, Sept 25 at 11. Hill, Bradford, Simpson, Leeds.
Cali, Vincent, Sunderland, Durham, Ship Chandler. Pet Sept 2. Newcastle-upon-Tyne, Sept 27 at 12. Steel, Sunderland.
Caulfield, Frances, Hulme, Lancaster, Cabinet Maker. Pet Sept 12. Salford, Sept 30 at 9.30. Eltoft, Manch.
Challingworth, Hy, Llanover Upper, Monmouth, Moulder in the Ironworks. Pet Sept 12. Abergavenny, Sept 26 at 12. Sayce, Abergavenny.
Chapman, Geo, Redcar, York, Innkeeper. Pet Sept 11. Leeds, Sept 25 at 11. Bond & Barwick, Leeds.
Chapman, John, Wellingborough, Northampton, Coal Dealer. Pet Sept 13. Wellingborough, Sept 29 at 10. White, Northampton.
Choyce, Joseph, Whitehaven, Cumberland, Butcher. Pet Sept 12. Whitehaven, Sept 27 at 11. Mason, Whitehaven.
Cornish, Joseph, Prisoner for Debt, Devon. Adj Sept 11. Exeter, Oct 2 at 12.30. Carrick, Exeter.
Cripps, Richd Rouse, Monckton Combe, Somerset, Innkeeper. Pet Sept 9. Bath, Sept 26 at 11. Collins, Bath.
Davenport, Edwd, & Jas Swindells, Daw Bank, Chester, Joiners. Pet Sept 8. Manch, Sept 27 at 12. Sale & Co. Manch.
Hamilton, Andrew, Lpool, Book Binder. Pet Sept 9. Lpool, Oct 2 at 3. Etty, Lpool.
Horsley, John, Sneinton, Nottingham. Pet Sept 12. Nottingham, Oct 11 at 11. Heath, Nottingham.
Jones, Rebecca, West Derby, Lancaster, Innkeeper. Pet Aug 30. Lpool, Sept 25 at 3. Anderson, Lpool.
Kersey, Robt Saml, Ipswich, Suffolk, Cabinet Maker. Pet Sept 12. Ipswich, Sept 26 at 11. Moore, Ipswich.
Kilner, Fred, & Jas Kilner, jun, Huddersfield, York, Woollen Merchants. Pet Sept 8. Leeds, Sept 25 at 11. Bond & Barwick, Leeds.
Lawford, Fredk, Luton, Bedford, Accountant. Pet Sept 5. Luton, Sept 25 at 4. Bailey, Luton.
Lloyd, Wm, sen, Aston, Warwick, out of business. Pet Sept 12. Birm, Oct 13 at 12. Parry, Birm.
Machin, Thos, Darnall, York, Farmer. Pet Sept 15. Leeds, Sept 29 at 12. Fernell, Sheffield.
Marsh, Isaac, Prisoner for Debt, Stafford. Adj Sept 11. Birm, Oct 13 at 12. Griffin, Birm.
Peel, Fredk Wm, Belper, Derby, Bootmaker. Pet Sept 11. Belper, Sept 28 at 12. Walker, Belper.
Quick, John, Ridgway, Plympton St Mary, Devon, Baker. Pet Aug 11. East Stonehouse, Sept 27 at 11. Edmonds & Son, Plymouth.
Roberts, John, Birkenhead, Chester, Beerhouse Keeper. Pet Sept 12. Lpool, Sept 27 at 12. London, Whiteffriars.
Robinson, John, Repton, Derby, Grocer. Pet Sept 11. Burton-on-Trent, Sept 25 at 1. Prince, Burton-on-Trent.
Rowe, Joseph Reed, Plymouth, Outfitter. Pet Aug 11. Exeter, Sept 27 at 11. Edmonds & Sons, Plymouth.
Smith, Thos, Coventry, out of business. Pet Sept 11. Coventry, Sept 26 at 3. Smallbone, Coventry.
Start, Edwd, Whitwick, Leicester, Butcher. Pet Sept 8. Ashby-de-la-Zouch, Sept 29 at 11. Dewes, Ashby-de-la-Zouch.
Stephenson, John, Harrogate, York, Grocer. Pet Sept 11. Leeds, Sept 25 at 11. North, Leeds.
Stockton, John, Prisoner for Debt, Stafford. Pet Sept 11. Birm, Oct 13 at 12. Griffin, Birm.
Tait, John, Bolton, Lancaster, Grocer. Pet Sept 12. Manch, Sept 26 at 12. Glovey & Ramwell, Bolton.
Thomas, David, Cardiff, Publican. Pet Sept 13. Cardiff, Sept 29 at 11. Shipton, Cardiff.
Watson, Hy Lund, York, Publican. Adj May 20. Huddersfield, Sept 28 at 10.
Watson, Wm, Belper, Derby, Joiner. Pet Sept 11. Belper, Sept 28 at 12. Walker, Belper.
Williams, John, Hopkins Town, Llanwonno, Contractor. Pet Sept 13. Pontypridd, Sept 27 at 11.
Woolley, Geo, Mountsorrel, Leicester, Beerhouse Keeper. Pet Sept 12. Loughborough, Sept 26 at 11. Giles, Loughborough.
Worthington, Geo, Farnworth, Lancaster, Provision Dealer. Pet Sept 11. Bolton, Sept 27 at 10. Ramwell, Bolton.
Wright, Thos, Richmond, York, Wheelwright. Pet Sept 11. Richmond, Sept 26 at 12. Hunton, Richmond.

TUESDAY, Sept. 19, 1865.

To Surrender in London.

Behrens, Joseph Barnett, Gravesend, Picture Dealer. Pet Sept 12. Oct 3 at 12. Boydell, Queen-sq, Bloomsbury.
Chapman, Edwd Robt, Motcombe-st, Belgrave-sq, Baby Linen Warehouseman. Pet Sept 4. Oct 5 at 11. Elmslie & Co, Leadenhall-st.
Fox, John Hope, Queen-st, Oxford-st, Provision Dealer. Pet Sept 8. Oct 5 at 1. Thomas & Hollams, Mincing-lane.
Gill, Wm, Blackman-st, Newington, Hatter. Pet Sept 13. Oct 3 at 12. Kiss, Fen-ct, Fenchurch-st.
Harman, Robt, Pleasant-row, Deptford, Photographer. Pet Sept 14. Oct 3 at 1. Moss, Gracechurch-st.
Harrison, Anthony Matthew, Lower Marsh, Lambeth, Cheesemonger. Pet Sept 14. Oct 3 at 1. Shearman, Little Tower-st.
Hastings, Smith, Fenchurch-st, Wine Merchant. Pet Sept 13. Oct 3 at 12. Holmes, Fenchurch-st.
Holbrook, Hy, Park-ter, Kennington, Clerk in an Assurance Office. Pet Sept 14. Oct 5 at 11. Marshall, Lincoln's-inn-fields.
Lavender, Richd, Spencer-rd, Stoke Newington, Gold Beater. Pet Sept 14. Oct 3 at 1. Morris, Beaufort-bldgs, Strand.
Marshall, Geo, Arundel-st, Strand, Clerk in H. M.'s Customs. Pet Sept 14. Oct 3 at 1. Condy, Strand.
Newman, Geo Maston, Prisoner for Debt, London. Pet Sept 12 (for pau). Oct 3 at 11. Drake, Basinghall-st.
Newman, John, George's-pl, Bermondsey, Leather Dresser. Pet Sept 15. Oct 5 at 12. Goldrick, Strand.
Pearcy, Jas, Waverly-rd, Paddington, Journeyman Locksmith. Pet Sept 14. Oct 3 at 1. Edwards, Bush-lane, Cannon-st.
Peel, Edmund, Prisoner for Debt, Chester. Adj Sept 9. Oct 5 at 1. Reader, Jas, Gravesend, Cab Driver. Pet Sept 15. Oct 5 at 11. Harrison & Lewis, Old Jewry.
Robinson, Wm, Pear Tree Green, Southampton, Smith. Pet Sept 16. Oct 5 at 12. Mackey, Southampton.
Rogers, Thos, sen, Wells-st, St James, Lodging-house Keeper. Pet Sept 15. Oct 5 at 11. Chalk, Coleman-st.
Rymill, Wm, Prisoner for Debt, London. Pet Sept 16 (for pau). Oct 5 at 1. Edwards, Bush-lane, Cannon-st.
Scowen, Geo, De Beauvoir-rd, De Beauvoir-sq, Commercial Traveller. Pet Sept 13. Oct 3 at 12. Dobie, Guildhall-chambers, Basinghall-st.
Survardi, Gaetano, St George's-in-the-East, Cage Manufacturer. Pet Sept 16. Oct 5 at 12. De Medina, Primrose-st, Bishopsgate-st.
Tebbitt, Walter, Gracechurch-st, Financial Agent. Pet Sept 15. Oct 5 at 11. Hewitt, Nicholas-lane.
Webb, Richd Wm, Prisoner for Debt, London. Pet Sept 12 (for pau). Oct 3 at 12. Dobie, Guildhall-chambers, Basinghall-st.
Williams, John Griffith, Spring field, Wandsworth-rd, Clerk in Civil Service. Pet Sept 13. Oct 3 at 12. Stocken, Leadenhall-st.
Winter, Thos Carter, High-st, Clapham, Tailor. Pet Sept 14. Oct 3 at 1. Hewitt, Nicholas-lane.

To Surrender in the Country.

Abadi, Shabty, Prisoner for Debt, Lancaster. Adj Sept 12. Manch, Oct 18 at 11.
Bartlett, Thos Curtis, Bridgwater, Somerset, Ship Painter. Adj Sept 14. Bridgwater, Oct 4 at 10. Cook, jun, Bridgwater.
Bligdon, John, Longhedy, Dorset, Blacksmith. Pet Sept 16. Dorchester, Oct 4 at 11. Weston, Dorchester.
Burscough, Wm, Prisoner for Debt, Lancaster. Adj Sept 13. Manch, Oct 3 at 11.
Couper, Saml, South Shields, Durham, Grocer. Pet Sept 14. Newcastle upon-Tyne, Oct 4 at 12. Harle & Co, Newcastle-upon-Tyne.
Dessington, Thos, Penkhull, Stoke-upon-Trent, Stafford, out of business. Pet Sept 15. Stoke-upon-Trent, Sept 30 at 11. E. & A. Tennant.
Dickinson, Robt Brabin, Little Bolton, Lancaster, out of business. Pet Sept 14. Bolton, Oct 4 at 10. Hinnell, Bolton.
Dovey, Wm, Whitbourne, Hereford, Carpenter. Pet Sept 12. Bromyard, Sept 29 at 12. Badham, Bromyard.
Drew, Beriah Harvey, Prisoner for Debt, Exeter. Adj Sept 18. Exeter, Sept 29 at 12.
Greenwood, John, & Wm Fielding, Kingston-upon-Hull, Turkish Bath Proprietors. Pet Sept 16. Kingston-upon-Hull, Sept 30 at 11. Summers, Hull.
Hale, Philip, jun, Hatton, Chester, Farmer. Pet Sept 15. Lpool, Oct 3 at 12. Churton, Chester.
Hamlin, John, Lpool, Grocer. Pet Sept 11. Lpool, Oct 3 at 3. Husband, Lpool.
Hayter, Edwin, Sherborne, Dorset, Linen Draper. Pet Sept 13. Exeter, Sept 29 at 12. Watts, Yeovil and Hirtzel, Exeter.
Jennings, Geo, Prisoner for Debt, Cambridge. Adj. Oct 3 at 12.
Jones, Isaac, Ystradgunlais, Brecon, Labourer. Pet Sept 13. Neath, Sept 30 at 11. Tripp, Swansea.
Jones, Peter Melvern, Lpool, Timber Merchant. Pet Sept 14. Lpool, Oct 12 at 11. Lowndes & Co, Lpool.
Jones, Thos, Brynmaur, Llanelly, Brecon, Tailor. Pet Sept 12. Tredegar, Oct 6 at 2. Harris, Tredegar.
Marley, Walter, Stoodleigh, Devon, Butcher. Pet Sept 14. Tiverton, Sept 28 at 11. Cockram, Tiverton.
McCraw, Edwd Chas, Lpool, Travelling Agent. Pet Sept 16. Lpool, Oct 9 at 11. Wilson, Lpool.
Melhuish, John, Broadclist, Devon, Baker. Pet Sept 11. Exeter, Sept 29 at 12. Floud, Exeter.
Moores, Abraham, Oldham, Lancaster, Cotton Salesman. Pet Sept 15. Oldham, Oct 5 at 12. Taylor, Oldham.
Moreton, Edwin, Birm, Comm Agent. Pet Sept 15. Birm, Oct 13 at 12. Parry, Birm.
Poole, Joseph, Darlington, Durham, Forge Manager. Pet Sept 13. Darlington, Sept 29 at 1. Brignal, Durham.
Pope, John Langton, Stoke-upon-Trent, Engraver. Pet Sept 9. Stoke-upon-Trent, Sept 30 at 11. E. & A. Tennant.
Ward, Chas, St Alban's, Hertford, Greengrocer. Adj April 21 (for pau). St Alban's, Sept 30 at 11.
Ward, Wm Douglas, Rampton, Nottingham, Grocer. Pet Sept 11. Leeds, Sept 29 at 12. Broomhead, Sheffield.
White, Joseph Hy, Prisoner for Debt, Lancaster. Adj Sept 12. Lpool, Sept 29 at 11.

BANKRUPTCY ANNULLED.

TUESDAY, Sept. 19, 1865.

Symington, Andrew, Lpool, Grocer. Aug 22.

THE LIVERPOOL and LONDON and GLOBE

FIRE and LIFE INSURANCE COMPANY,

Offices—1, Dale-street, Liverpool; 20 and 21, Poultry, 7, Cornhill, and Charing Cross, London.

PROGRESS OF THE COMPANY SINCE 1850.

Year.	Fire Premiums.	Life Premiums.	Invested Funds.
1851	£54,305	£27,157	£502,824
1856	222,279	72,781	821,061
1861	360,130	135,974	1,311,905
1864	742,674	236,244	3,212,300

JOHN ATKINS, Resident Secretary, London.

Life claims are payable in thirty days after they are admitted.

Fire Policies falling due at Michaelmas should be renewed by the 14th of October.

ANNUITIES AND REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY,

68, Chancery-lane, London.

CHAIRMAN—Russell Gurney, Esq., Q.C., M.P., Recorder of London.

DEPUTY-CHAIRMAN—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuities, Immediate, Deferred, and Contingent, and also Endowments, granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office. C. B. CLABON, Sec.

SIX PER CENT. GUARANTEED PREFERENCE STOCK.

(Both principal and interest Guaranteed.)

THE SCOTTISH AUSTRALIAN INVESTMENT COMPANY (LIMITED).

ESTABLISHED IN 1840.

The Directors of this Company are now prepared to receive Applications for further Allotments of this STOCK at par, which will be inscribed on the books of the Company in the names of the Allottees free of stamp duty or other charge.

The Stock is to be paid for by instalments. The Dividend will begin to accrue from the days when the instalments are paid. Interest at Five per Cent. per Annum will be allowed on Instalments paid in advance of their due dates.

The Ordinary Stock of the Company is £300,000, fully paid up. The Dividends paid on that Stock since the commencement have averaged Ten per Cent. per annum.

Forms of Application and all further particulars may be obtained from Sir R. W. Carden & Co., Stock Brokers, Royal Exchange-buildings; at the European Bank, 83, King William street, London; or from the Secretary of the Company. By order of the Directors.

C. GRAINGER, Secretary.

Offices, 1, King's Arms-yard, Moorgate-street.
London, E.C., 1st August, 1865.

MERSEY DOCK ESTATE.—LOANS OF MONEY.

—The Mersey Docks and Harbour Board hereby give NOTICE, that they are willing to receive LOANS OF MONEY on the security of their Bonds, at the rate of Four Pounds Ten Shillings per centum per annum, interest, for periods of Three, Five, or Seven Years. Interest warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond Communications to be addressed to George J. Jefferson, Esq., Treasurer, Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.

Dock-office, Liverpool, July 20, 1865.

DEBENTURES at 5, 5½, and 6 per CENT.—

CEYLON COMPANY, LIMITED.

Subscribed Capital, £700,000.

DIRECTORS.

Lawford Acland, Esq., *Chairman.*	Duncan James Kay, Esq.
Major-Gen. Henry Pelham Burn.	Stephen P. Kennard, Esq.
Harry George Gordon, Esq.	Patrick F. Robertson, Esq., M.P.
George Ireland, Esq.	Robert Smith, Esq.

Manager—C. J. BRAINE, Esq.

The Directors are prepared to ISSUE DEBENTURES for one, three and five years, at 5, 5½, and 6 per Cent. respectively.

They are also prepared to invest Money on Mortgage in Ceylon and Mauritius, either with or without the guarantee of the Company, as may be arranged.

Applications for particulars to be made at the office of the company, 7, East India-avenue, Leadenhall-street, London.—By order,

JOHN ANDERSON, Secretary.

WANTED, by the LIFE INVESTMENT,

MORTGAGE, and ASSURANCE COMPANY (Limited), DISTRICT SUPERINTENDENTS of AGENTS for several localities in England and Scotland. Middle-aged men preferred.—Apply, Head Office, 8, New Bridge-street, Blackfriars. EDWIN YELLAND, Manager.

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Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to he advantages of his long experience of upwards of twenty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N B. One copy of advertisement only required, and the strictest care and promptitude assured.

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SCOTLAND—Edinburgh, Glasgow, Dumfries, Stirling, Perth, Dunkeld, Aberdeen, Inverness, &c.

IRELAND—Belfast, Portrush, for Giant's Causeway.

LAKE DISTRICT—Windermere, Furness Abbey, Ulverstone, Grange, Coniston, Penrith, Keswick, Morecambe, &c.

SEA-SIDE and BATHING-PLACES—Scarborough, Whitby, Filey, Bridlington, Redcar, Saltburn, Seaton, Withernsea, Hornsea, Harrogate, Matlock, Buxton, &c., &c.

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Inquire at King's Cross for Tickets via Midland Railway.

Derby, 1865. JAMES ALLPORT, General Manager.

GREAT WESTERN RAILWAY.—TOURISTS

TICKETS, available for one calendar month, are now ISSUED at Paddington, Victoria, Chelsea, and Kensington, and other principal stations on the Great Western Railway, to the principal Watering Places on the Dorsetshire, Somersetshire, Devonshire, Cornwall, and Yorkshire Coasts, North and South Wales, and the Isle of Man.

Paddington, Aug. J. GRIERSON, General Manager.

THE METROPOLITAN AND PROVINCIAL

LAW ASSOCIATION.—The Managing Committee have the pleasure to inform the members and friends of the Association that the

ANNUAL PROVINCIAL MEETING

of the Association will be held this year at Liverpool, on Tuesday and Wednesday, the 17th and 18th October next, in the Library, St. George's Hall, Mr. G. W. Hodge, of Newcastle-upon-Tyne (the Chairman of the Association), presiding.

After the Chairman's address, papers on professional subjects, communicated by members, will be read and discussed.

The members of the profession generally, and their articled clerks, are invited to give their presence and support on the occasion.

After the Meeting on the 17th October, the members of the Association and their friends are invited to dine with the Liverpool Law Society, Mr. Squary, the Vice-President (in the absence of the President, through ill-health), being in the chair.

Arrangements, with a view to conduce to the gratification and interest of members during their stay in Liverpool, will be made by the Local Committee, of which Mr. H. C. Duncan, of Liverpool, is Secretary, to whom members are requested to intimate, by the 1st October next, their intention of attending the meetings.

PHILIP RICKMAN, Secretary.

Offices, 25, Chancery-lane, London, W.C.

ESTATES AND HOUSES, Country and Town

Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—Mr. JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 28th of each month.

Just published, Second Edition, price 3s.,

THE LAW OF TRADE MARKS, with some

account of its History and Developement in the Decisions of the Courts of Law and Equity. By EDWARD LLOYD, Esq., of Lincoln's-inn, Barrister-at-Law, London.

"I am indebted to the very valuable little publication of Mr. Lloyd, who has collected all the authorities on this subject."—V. C. WOOD, in *McAndrew* v. *Bassett*, March 4.

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